



A G E N D A

OCONEE COUNTY COUNCIL MEETING

November 13, 2018

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Public Comment Session *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- October 16, 2018 Regular Minutes
- October 16, 2018 Special Minutes

Administrator Report & Agenda Summary

Presentation to Council

- Comprehensive Plan Update / Adam Chapman

Proclamation 2018-05

Proclamation Honoring Oconee County Personnel Deployed to Assist with Hurricane Florence

Proclamation 2018-06

Proclamation of Agricultural Awareness Month

Public Hearings for the Following Ordinances

Third Reading of the Following Ordinances

Second Reading of the Following Ordinances

Ordinance 2018-33 “AN ORDINANCE AUTHORIZING A FEE-IN-LIEU-OF-TAX ARRANGEMENT ON BEHALF OF A PROJECT ECHO (“COMPANY”) PURSUANT TO AN AMENDED AND RESTATED FEE-IN-LIEU-OF-TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”) AND THE COMPANY; AUTHORIZING THE PROVISION OF CREDITS AGAINST FEE IN LIEU OF TAX PAYMENTS; AND OTHER MATTERS RELATING TO THE FOREGOING.”

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.

First Reading of the Following Ordinances

Ordinance 2018-34 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2018-35 “AN ORDINANCE TO AMEND DIVISION 2, ARTICLE IV, CHAPTER 2 OF THE OCONEE COUNTY CODE OF ORDINANCES BY MAKING CLEAR THAT TERM LIMITS DO NOT APPLY TO MEMBERS OF THE COUNTY AERONAUTICS COMMISSION; AND OTHER MATTERS RELATED THERETO.”

First & Final Reading for the Following Resolutions

Resolution 2018-15 “A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BY AND BETWEEN KRISTEY LEE HARVEY, AS SELLER, AND OCONEE COUNTY, AS PURCHASER, AND OTHERWISE AUTHORIZING THE PURCHASE OF APPROXIMATELY 14.2 ACRES OF LAND, INCLUDING ALL RIGHTS AND APPURTENANCES PERTAINING TO THE LAND, LOCATED AT 667 ROCK CRUSHER ROAD (TMS: 190-00-03-032), WITH ALL SUMS FUNDING THE PURCHASE DERIVING SOLELY FROM THE OCONEE COUNTY ROCK QUARRY ENTERPRISE FUND; AND OTHER MATTERS RELATED THERETO.”

Discussion Regarding Action Items

MOTION TO RESCIND PRIOR CONDITIONAL ACCEPTANCE OF ROADS LOCATED IN PHASE 1 OF THE SHADOWOOD SUBDIVISION AND TO RESTATE CONDITIONAL ACCEPTANCE IN MODIFIED FORM

Eight (8) 2019 Ford Explorer Police Interceptor SUV's / Oconee County Sheriff's Office / Amount: \$239,616.00

Budget: \$427,142.00 **Project Cost:** \$239,616.00 **Balance:** \$187,526.00

Sheriff's fleet vehicles necessary for fiscal year 2018-2019 operations include eight (8) 2019 Ford Explorer Police Interceptor SUV's. Vic Bailey Ford of Spartanburg, SC is the SC State Contract vendor for these Ford SUV's. The new vehicles will replace high-mileage vehicles currently used in the Sheriff's fleet. The vehicles being replaced will be sold as surplus or replace older vehicles used in other County departments. The Fleet Maintenance Director also approves this purchase.

It is the staff's recommendation that Council approve the purchase of eight (8) Ford Explorer Police Interceptor SUV's to Vic Bailey Ford of Spartanburg, SC, in the amount of \$239,616.00, per State Contract # 4400017322.

Two (2) Chevrolet Tahoe's / Oconee County Sheriff's Office / \$67,560.00

Budget: \$187,526.00 **Project Cost:** \$67,560.00 **Balance:** \$119,966.00

Sheriff's fleet vehicles are necessary for fiscal year 2018-2019 operations, which includes two (2) 2019 Chevrolet Tahoe Police Interceptor SUV's. Love Chevrolet of Columbia, SC is the SC State Contract vendor for these Chevrolet SUV's. The new vehicles will replace high-mileage vehicles currently used in the Sheriff's fleet. The vehicles being replaced will be sold as surplus or replace older vehicles used in other County departments. The Fleet Maintenance Director also approves this purchase.

It is the staff's recommendation that Council approve purchase of two (2) Chevrolet Tahoe Police Interceptor SUV's to Love Chevrolet of Columbia, SC, in the amount of \$67,560.00, per State Contract # 4400017323.

Unfinished Business *[to include Vote and/or Action on matters brought up for discussion, if required]*
[None scheduled.]

New Business *[may include items which may be scheduled for final action at a future meeting, if required]*
[None scheduled.]

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

[1] Discussion regarding an Economic Development matter, Project Aztec.

[2] Receive legal advice and discuss a contractual matter related to the lease of property to be acquired adjacent to Oconee County Regional Airport.

[3] Discussion regarding an Economic Development matter, Project Pop.

[4] To receive legal advice and discuss employment matter related to hiring of County Administrator, including review of employee and constituent group evaluations of finalists.

[5] Receive legal advice and discuss a contractual matter regarding the Sewer South Transfer and Operation Agreement with the Oconee Joint Regional Sewer Authority.

Discussion Regarding Action Items [cont'd]

To discuss and vote on selection of County Administrator, and matters related thereto.

Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.

ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

Oconee County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
PROCLAMATION P2018-05

**A PROCLAMATION HONORING OCONEE COUNTY PERSONNEL DEPLOYED TO ASSIST
WITH HURRICANE FLORENCE**

Whereas, Hurricane Florence formed on August 31, 2018 as a Category 4 major hurricane and dissipated on September 19, 2018 causing severe damage in the Carolinas; and

Whereas, on September 7, 2018, the Governor declared a State of Emergency for SC; and

Whereas, on September 9, 2018 and September 10, 2018, SC issued mandatory evacuation orders for some of the coastal areas; and

Whereas, Hurricane Florence weakened to a tropical depression on September 16, 2018 while continuing to drop heavy rain over SC; and

Whereas, team members from Oconee County were deployed to assist either as water rescue personnel in the PeeDee region or as firefighters supporting Horry County; and

Whereas, Swift/Flood Water Crews assigned to the Marion County area for the majority of the response. Oconee County crews were partnered with Anderson County to augment local first responders with a high water vehicle, boats and specialty trained personnel to rescue/evacuate citizens trapped by the fast rising waters. Crews lived in local fire houses and make shift base camps and were dispatched to all calls for service along with local fire and EMS crews. Together, they were able to safely evacuate and transport large numbers of adults and children from their flooded homes to shelters.

Whereas, The crews assigned to the Horry County area were placed in stations to augment local resources. As the flood waters continued to flow south towards the coastal areas, Horry and Georgetown Counties were directly affected. In Horry, the county was split into essentially five islands by the flood waters requiring each of those areas to be able to function independently. Our teams were placed into fire stations to provide manpower not only to handle emergencies, but to allow the local volunteer and career firefighters to be away from the station to care for their families and homes.

Whereas, Timothy Owens, Dwayne Peay, Scott Smith, Shane Gibbs, Scott Long, Jim Cory, Steven Adams, Tommy Christopher, Dan Picotte, Casey Wood, Clint Livingston, Todd Sanders, Nick Santangelo, Amber Olbon, John Erwin, Eric Sprogis, Leslie Sprogis, James Ashton, Doug Kalmbach, Travis Collins, Justin Pelfrey, and Michael Schrader are commended for their dedication and commitment in assisting nearby counties.

Therefore, we, the Oconee County Council, do hereby honor the men and women for their dedication and assistance in the aftermath of Hurricane Florence.

APPROVED AND ADOPTED this 13th day of November, 2018.

OCONEE COUNTY, SOUTH CAROLINA

Ms. Edda Cammick
Chairwoman of County Council

ATTEST:

Katie D. Smith
Clerk to County Council

STATE OF SOUTH CAROLINA
OCONEE COUNTY
PROCLAMATION P2018-06

A PROCLAMATION OF AGRICULTURAL AWARENESS MONTH

Whereas, agriculture is the oldest and physically largest industry in Oconee County; and

Whereas, the latest census available (2012) reported Oconee's agriculture ranked 10th in South Carolina in total value of agricultural products sold; and

Whereas, through the marketing of farm products such as crops, livestock, timber, equipment, and services, agriculture generates approximately \$302.5 million annually in total economic output for Oconee County; and

Whereas, from 1995 to 2014, agriculture brought \$1,221,000 dollars to local farmers in the form of farming subsidies; and

Whereas, agriculture encompasses approximately 68,000 acres, (106 square miles) composed of 884 farms in Oconee County, which ensures the care, conservation, and preservation of vast areas of green and open space; and

Whereas, the conservation of this pasture, wood, and cropland is a major contributing factor to Oconee's natural beauty and attractiveness, hence our popularity as a tourist destination, as evidenced by a 41% (\$17.9 million) increase in visitor spending since 2006; and

Whereas, agriculture and agricultural-related entities involve and/or employ approximately 568 people, with a payroll of \$2,347,000, plus 925 unpaid family members; and

Whereas, agriculture effects, either directly or indirectly, all citizens of and visitors to Oconee County.

Therefore, we, the Oconee County Council, do hereby formally recognize the significance, importance, and impact of Oconee's agricultural industry, and her contributions to the health, welfare, and economy of Oconee County, the State of South Carolina, and the United States of America. In recognition of such, we declare November Agriculture Awareness Month in Oconee County.

APPROVED AND ADOPTED this 13th day of November, 2018.

OCONEE COUNTY, SOUTH CAROLINA

Ms. Edda Cammick
Chairwoman of County Council
Oconee County, South Carolina

ATTEST:

Katie D. Smith, Clerk to Council
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-33**

AUTHORIZING A FEE-IN-LIEU-OF-TAX ARRANGEMENT ON BEHALF OF A [PROJECT ECHO] (“COMPANY”) PURSUANT TO AN AMENDED AND RESTATED FEE-IN-LIEU-OF-TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”) AND THE COMPANY; AUTHORIZING THE PROVISION OF CREDITS AGAINST FEE IN LIEU OF TAX PAYMENTS; AND OTHER MATTERS RELATING TO THE FOREGOING.

WHEREAS, Oconee County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to the provisions of the Code of Laws of the State of South Carolina, 1976, as amended (“Code”), including, without limitation, Titles 4 and 12, including, particularly, Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code (“Special Source Act”) and Chapter 44 of Title 12 of the Code (collectively, “Act”), and the case law of the Courts of the State of South Carolina (“State”), to offer and provide certain privileges, benefits, and incentives to prospective industry as inducements for economic development within the County; to provide special source revenue credits against fee-in-lieu of tax payments (“Special Source Credits”) to reimburse investors for expenditures in connection with certain infrastructure and other qualifying property related to a project, and to enter into agreements with qualifying industry to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial and business development of the State will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, tourism or other public benefits not otherwise provided locally;

WHEREAS, the County is authorized by Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (“MCIP Act”), to enter into agreements with one or more counties for the creation and operation of one or more joint-county industrial and business parks and to include within the boundaries of such parks the property of eligible companies;

WHEREAS, pursuant to the MCIP Act, the County formed a multi-county industrial park with Pickens County, South Carolina (“Park”) governed by that certain Agreement for Development for Joint County Industrial/Business park (Oconee-Pickens Industrial Park – Project Mackinaw) (“Park Agreement”);

WHEREAS, on April 5, 2016 the County adopted Oconee County Ordinance No. 2015-34, which authorized the County to enter into a fee-in-lieu of taxes agreement with [Project Echo], a South Carolina limited liability company, along with any other authorized Sponsors and Sponsor Affiliates of the Company (collectively, “Company”), and the Company did, in fact, enter into such a fee in lieu of taxes agreement which provided a fee-in-lieu of tax incentive for the Company in exchange for the Company establishing a manufacturing facility in the County (“Facility”), investing in real and personal property in the County, and creating jobs at the Facility;

WHEREAS, the Company is now considering expanding the Facility (together with the Facility, “Project”), which will result in an additional investment of approximately Five Million Seven Hundred Thirty Thousand Dollars (\$5,730,000) in the County, all within the meaning of the FILOT Act, and the creation of an expected twenty-two (22) additional, full-time jobs during the period beginning with the first day that real

or personal property comprising the Project is purchased or acquired and ending eight (8) years after the last day of the Company's first property tax year during which the Project is placed in service, unless otherwise extended pursuant to the Fee Agreement ("Investment Period");

WHEREAS, the County has determined, after due investigation, that the Project would be aided by the availability of the assistance which the County might render through (1) entering into an amended and restated fee-in-lieu of *ad valorem* taxes agreement ("Fee Agreement") with the Company, under and pursuant to the FILOT Act; (2) the provision of Special Source Revenue Credits; and (3) the commitment by the County to certain other incentives specified in the Fee Agreement;

WHEREAS, based on the representations of the Company, the County has determined that the foregoing inducements to the Company along with other economic development incentives to be given to the Company by the State will, to a great degree of certainty, result in the acquisition and construction of the Project in the County and has determined to approve such incentives; and

WHEREAS, in furtherance thereof, the County, by Resolution No. R2015-16 adopted by the County Council of the County ("County Council") on November 3, 2015, and Resolution No. 2018-14 adopted by County Council on September 11, 2018, formally identified the Project as a "project," as provided in the FILOT Act.

NOW, THEREFORE, BE IT ORDAINED by County Council, in meeting duly assembled, as follows:

Section 1. The foregoing recitals are all hereby adopted as findings of fact, for purposes of this Ordinance.

Section 2. As contemplated by the FILOT Act and based on the representations of the Company as recited herein, it is hereby found, determined and declared by the County Council, as follows:

- (a) The Project will constitute a "project" as said term is referred to and defined in the FILOT Act, and will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;
- (b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally;
- (c) Neither the Project, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;
- (d) The purposes to be accomplished by the Project, i.e., economic development, creation or retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes;
- (e) The benefits of the Project to the public are greater than the costs to the public;
- (f) The Fee Agreement will require the Company to make fee-in-lieu of tax payments in accordance with the provisions of the FILOT Act; and

Section 3. The form, terms, and provisions of the Fee Agreement, presented to this meeting as Exhibit A to this Ordinance and filed with the Clerk to County Council, are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement

were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of legal counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 5. As reimbursement to the Company for infrastructure expenditures at the Project, the County will provide to the Company Special Source Credits under the Special Source Act as set forth in the Fee Agreement.

Section 6. The County Council hereby authorizes the inclusion of the Project in the Park, to the extent the Project is not already included.

Section 7. Notwithstanding any other provisions, the County is executing the Fee Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the FILOT Act, among other things. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 8. The Chairman of County Council and the Clerk to County Council, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 9. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 10. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: October 16, 2018
Second Reading: November 13, 2018
Third Reading: _____
Public Hearing: _____

Approved as to form:

David Root, County Attorney

EXHIBIT A
FORM OF AMENDED AND RESTATED FEE AGREEMENT
[ATTACHED]

**AMENDED AND RESTATED
FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT**

BETWEEN

[PROJECT ECHO]

AND

OCONEE COUNTY, SOUTH CAROLINA

DATED AS OF JANUARY 1, 2018

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[TO BE UPDATED]

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Exhibit A – Description of Property
Exhibit B – Form of Joinder Agreement

**AMENDED AND RESTATED
FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT**

THIS AMENDED AND RESTATED FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT ("Fee Agreement") dated as of January 1, 2018 ("Effective Date"), amends and restates that certain Fee-in-lieu of *Ad Valorem* Taxes Agreement, entered into, effective, as of December 31, 2016 ("Original Agreement"), between Oconee County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting through the Oconee County Council ("County Council") as the governing body of the County, and [Project Echo], a South Carolina limited liability company, and, to the extent allowed by law and this Fee Agreement, its affiliates and assigns, Sponsors and Sponsor Affiliates, previously identified as Project Echo (collectively, "Company" and with County, "Parties," each, a "Party").

WITNESSETH:

(a) The County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended ("Act") to enter into a fee agreement with qualifying industries to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

(b) Pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended ("MCIP Act"), the County is authorized (a) to develop multi-county industrial parks in partnership with counties having contiguous borders with the County, (b) to include within the boundaries of such parks the property of eligible companies; and (c) to grant credits in order to assist a company located in a multi-county industrial park in paying the cost of designing, acquiring, constructing, improving, or expanding (I) the infrastructure serving the County or the property of a company located within such multi-county industrial parks or (II) improved or unimproved real estate and personal property used in the operation of a manufacturing enterprise located within such multi county industrial park in order to enhance the economic development of the County;

(c) On April 5, 2016, the County adopted Ordinance No. 2015-34 authorizing the County to enter into the Original Agreement with the Company to provide for a fee-in-lieu of tax incentive for the Company in exchange for the Company locating a manufacturing facility in the County on a site as more fully described on the attached Exhibit A ("Facility") which would result in the investment of approximately \$10,000,000 ("Original Investment") the creation of approximately 70 new, full-time jobs at the Project ("Original Jobs Requirement");

(d) The Company now intends to expand the Facility (together with the Facility, the "Project"), make an additional investment of approximately \$5,730,000 ("Additional Investment Requirement") at the Project, and create approximately 22, additional full-time jobs at the Project ("Additional Jobs Requirement");

(e) Pursuant to the Act and based on representations made by the Company to the County, the County, by Ordinance No. 2015-34, adopted on April 5, 2016, and by Ordinance No. [], adopted on [], 2018 (collectively, "Fee Ordinance") determined that (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

(f) During the Investment Period (defined below), the Company shall make the Original Investment and the Additional Investment, for an aggregate investment of approximately \$15,730,000 (collectively, "Investment") and meet the Original Jobs Requirement and the Additional Jobs Requirement, for an aggregate job creation of approximately 92 new, full-time jobs (collectively, "Job Requirement") at the Project;

(g) Pursuant to resolutions adopted on November 3, 2015 and September 11, 2018 (collectively, "Identifying Resolution"), the County formally identified the Project, as a "project" as provided in the Act; and

(h) Pursuant to the Fee Ordinance, the Act and the MCIP Act, the County Council authorized (a) the execution and delivery of this Fee Agreement with the Company, (b) the inclusion of the Project in a multi-county industrial-business park jointly developed with Pickens County, South Carolina; (c) the conveyance of certain real property and real property rights from the County to the Company; and certain other incentives described in the Fee Ordinance; (d) the provision of certain special source revenue credits to be applied to the Company's fee-in-lieu of tax Payments ("Special Source Revenue Credits").

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, Parties agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Chairman" means the Chairman of the County Council of Oconee County, South Carolina.

"Clerk to County Council" means the Clerk to County Council of Oconee County, South Carolina.

"Code" means the South Carolina Code of Laws, 1976, as amended.

"Commencement Date" means the last day of the property tax year during which Economic Development Property (defined below) is first placed in service, not to be later than the last day of the property tax year that is three years from the year in which the Parties entered into this Fee Agreement.

"County" means Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, its successors and assigns, acting through the Oconee County Council as the governing body of the County.

"County Council" means the Oconee County Council, the governing body of the County.

"Diminution of Value," in respect of any Phase of the Project, means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 3.5 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.6 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.7 of this Fee Agreement.

“Economic Development Property” means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with their annual filing of a SCDOR PT-100, PT-300 or comparable forms with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period, as that period may be extended. Title to all Economic Development Property shall at all times remain vested in the Company, except as may be necessary to take advantage of the effect of Section 12-44-160.

“Equipment” means all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company during the Investment Period, as that period may be extended, as a part of the Project.

“Event of Default” means any Event of Default specified in Section 3.12 of this Fee Agreement.

“Fee Term” or **“Term”** means the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT Payment” means each payment in lieu of taxes which the Company is obligated to pay to the County for the Project.

“Improvement” means each improvement, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company during the Investment Period, as that period may be extended.

“Investment Period” means the period commencing on the first day Economic Development property is purchased or acquired, which must be no later than the Commencement Date, and ending on the last day of the 8th property tax year following the later of the property tax year in which Economic Development property is first placed in service or the property tax year in which this Fee Agreement is executed (such ending date is anticipated to be December 31, 2024); provided that, in the event the Company invests \$5,000,000 in additional investment by the end of the 8th property tax year, the Investment Period shall be automatically extended for an additional 2 years, a total of 10 years, without additional action by County Council.

“Phase,” in respect to the Project, means the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

“Phase Termination Date” means, with respect to each Phase of the Project, the day 30 years after each such Phase of the Project becomes subject to the terms of this Fee Agreement, unless the Phase Termination Date is extended in accordance with this Fee Agreement or as otherwise agreed to, in writing, between the County (if so authorized by the County Council then in office) and the Company in accordance with the Act.

“Project” means the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases. The Project involves an initial investment of sufficient sums to qualify under the Act.

“Real Property” means real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company; all Improvements now or hereafter situated thereon; and all fixtures now or

hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

“Removed Component” means the following types of components or Phases of the Project or portions thereof, all of which the Company, as the case may be, shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 3.6(c) or Section 3.7(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 3.5 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Sponsor” shall have the meaning given in the Act.

“Sponsor Affiliate” means an affiliate that joins with or is an affiliate of the Company, or that otherwise has a contractual relationship with the Company in respect of the Project, whose Investment with respect to the Project which meets the requirements of the Act and this Agreement to qualify as Economic Development Property for this Project shall be considered part of the Investment and qualify for FILOT Payments pursuant to Section 3.1 hereof and Sections 12-44-30(20) and 12-44-130 of the Act and who joins and delivers a Joinder Agreement in a form substantially similar to that attached hereto as Exhibit B.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations of the County.* The County hereby represents and warrants to the Company:

(a) the County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) the Project constitutes a “project” within the meaning of the Act.

(c) by due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

Section 2.2. *Representations of the Company.* The Company hereby represents and warrants to the County:

(a) the Company is or will be qualified to do business in the State of South Carolina and has power to enter into this Fee Agreement.

(b) the Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any the Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) the Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof.

(d) in accordance with the Act, the Company, as sponsor, along with any authorized Sponsor or Sponsor Affiliate, intends to make the investment and meet the job creation expectation, each as stated in the preamble of this Fee Agreement, by the end of the Investment Period.

Section 2.3. Representations of the Sponsor Affiliate. The Sponsor Affiliate hereby represents and warrants to the County as follows:

(a) The Sponsor Affiliate is organized as set forth in the Joinder Agreement, is authorized or will be authorized to transact business under the laws of the State of South Carolina, and has the power to enter into this Fee Agreement.

(b) The Sponsor Affiliate's execution and delivery of the Joinder Agreement, and its compliance with the provisions hereof do not result in a default, not waived or cured, under any Sponsor Affiliate restriction or any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The Sponsor Affiliate intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof.

(d) The availability of the FILOT, along with other incentives provided by the County, have induced the Sponsor Affiliate to undertake the Project in the County.

ARTICLE III FILOT PAYMENTS

Section 3.1. Negotiated FILOT Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes on all Economic Development Property comprising the Project and placed in service during the Investment Period. The amount of such annual FILOT Payments shall be determined by the following procedure:

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arm's length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue and Taxation will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State

law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

- Step 2: Multiply the fair market value by an assessment ratio of 6% to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the 29 years thereafter, or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if so approved by the County Council then in office.
- Step 3: Multiply the taxable value for each year by the fixed millage rate, at the Project site, for all taxing entities, on June 30, 2015, which the parties believe to be 215.0 mills, to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if so approved by the County Council then in office.
- Step 4: Apply a Special Source Revenue Credit in an amount equal to 25% of the FILOT Payments calculated in Step 3 above, to be applied against the FILOT Payments made by the Company to the County and reflected by the County on each bill sent by the County to the Company for a period of ten (10) consecutive tax years, beginning with the tax year in which the Company elects to begin the Special Source Revenue Credit, which shall be no later than the third calendar year after the Effective Date, provided, however, the credit provided for in this Step 4, only applies to any Economic Development Property the Company invests in an amount greater than the Original Investment (i.e., the Additional Investment Requirement).

The Parties intend and hereby agree to treat the aggregate minimum investment required under the Act for purposes of this Agreement and the FILOT authorized hereby and by the Act, to be \$5,000,000, rather than \$2,500,000 ("Act Minimum Investment Requirement"), and treat the relationship of the parties under the Act and this Agreement as if the Act required a \$5,000,000 minimum investment in the Project to qualify for application of the Act to the Project. The Parties do *not* intend the \$5,000,000 minimum investment threshold to apply with respect to the Company's right to involve Sponsors or Sponsor Affiliates in meeting the minimum investment threshold: that is, if the total minimum investment in the Project is at least \$5,000,000 (without regard to depreciation or reappraisal), then the distribution of the investment among the Company and any other Sponsor or Sponsor Affiliate is controlled by the language of the Act, notwithstanding the first sentence of this paragraph.

If it is determined by a final order of a court of competent jurisdiction or by agreement of Parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, then the payment shall be reset at the minimum permitted level so determined (if so authorized by the County Council then in office).

If the Act or the above-described FILOT Payments are declared invalid or unenforceable, in whole or in part, for any reason, by the final order of a court of competent jurisdiction, Parties express their intention that such payments and the Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company the benefits to be derived hereunder, but at no greater direct cost to the County. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company shall be equal to the amount which would result from taxes levied on the Project by the County, municipality or

municipalities, school district or school districts, and other political units as if the Project were and had not been Economic Development Property as defined under the Act. In such event, any amount determined to be due and owing to the County from the Company, as the case may be, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

If legislation reducing the minimum assessment ratio or millage rate shall be enacted by the State, the County agrees to give good faith consideration to amending any inducement agreement, resolution, ordinance, fee-in-lieu of tax agreement or lease agreement, including this Fee Agreement, in this matter, all as the case may be, to afford the Company the lowest assessment ratio and millage rate permitted by law. Moreover, if taxes on real or personal property shall be abolished in the County or the State, the Company may terminate the Fee Agreement with no penalty to the Company. In any such event, however, any amounts already due and owing under this Fee Agreement will still be due and owing.

Further, if the Company invests a \$15,000,000 minimum investment in the Project within the first eight years of the Investment Period, the Investment Period shall be automatically extended for an additional two years ("Extended Investment Period"). Additionally, upon written approval of the County Council then in office, in its sole discretion, the terms of the FILOT Payments and this Fee Agreement may be extended by an additional 10 years, to a total of 40 years, in accordance with the Act, all wherever such Investment Period, and term of this Fee Agreement and the FILOT Payments, respectively, appear in this Fee Agreement.

Section 3.2. *FILOT Payments on Replacement Property.* If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property ("Replacement Value") is less than or equal to the original income tax basis of the Removed Components ("Original Value") the amount of the FILOT Payments to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to 30 (or, if greater, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components ("Excess Value"), the FILOT Payments to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 3.3. *Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.* In the event of a Diminution in Value of any Phase of the Project, and subject to the terms of Section 3.5, hereof, the FILOT Payment with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 3.1 hereof.

Section 3.4. Place and Allocation of FILOT Payments. The Company shall make the above-described FILOT Payments directly to the County in accordance with the Act.

Section 3.5. Removal of Equipment. Subject, always and in every event, notwithstanding any other provision of this Fee Agreement, to the requirement to maintain the Act Minimum Investment (without regard to depreciation or reappraisal) as described in Section 3.1 in service in the Project at all times, once that level has been achieved, in order to keep this Agreement in effect, the Company shall be entitled to remove, in its sole discretion, components of or Phases of the Project from the Project with the result that said components or Phases ("Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement.

Section 3.6. Damage or Destruction of Project.

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may in its sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject, always, to the provisions of Section 3.5, hereof. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 3.1 hereof.

(c) *Election to Remove.* In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components, to the extent allowed by law and this Fee Agreement, including, without limitation, Section 3.5, hereof.

Section 3.7. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 3.5, hereof; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 3.8. Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its corporate existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Notwithstanding the foregoing provisions, the Company may at any time engage on an as-needed basis in any corporate restructuring or merger

activities, the result of which may be the transfer or assignment of the benefits granted hereunder to a new entity, so long as the Company is the surviving entity in such restructuring or merger, and the resulting entity has a net worth at least as great as the Company at the time of such restructuring or merger.

Section 3.9. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state-of-the-art" manufacturing and design equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including, but not limited to, disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall knowingly and intentionally disclose or otherwise divulge any such clearly identified and marked confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any such clearly identified and marked confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 3.10. Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act. The County must consent to such transfers in order for this Agreement to remain in effect, and to the extent any further consent is requested, such consent will not unreasonably be withheld, and the County may grant such consent by adoption of a resolution.

Section 3.11. Leased Equipment. To the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments as described in Section 3.1 hereof, to be applicable to personal property to be installed in the buildings and leased to but not purchased by the Company from at least one third party, under any form of lease, and if the County Council then in office so consents in writing or by formal action, then that personal property, at the Company's sole election, will be subject to FILOT Payments to the same extent as the Equipment under this Fee Agreement. In such event, this Fee Agreement shall be interpreted or modified as appropriate to give proper application to this Fee Agreement to the additional personal property without any amendment to this Fee Agreement; therefore, no action by County Council beyond the written consent or formal action would be required. The County Administrator, after consulting with the County Attorney, is authorized to make modifications, if any, as may be appropriate to give effect to this Section.

Section 3.12. Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company or County, respectively, to perform any of the other material terms, conditions, obligations or covenants of the Company or County, respectively, hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company or vice versa, as appropriate, specifying such failure and requesting that it be remedied, unless the complaining party shall agree in writing to an extension of such time prior to its expiration.

(c) If the Company ceases operations which means closure of its facility in the County or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months.

Section 3.13. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County or Company, after having given written notice to the other party of such default and after the expiration of a 30-day cure period, shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the other party under this Fee Agreement.

Section 3.14. Remedies Not Exclusive. No remedy conferred upon or reserved to the County or Company under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County or Company to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the other party is not competent to waive.

Section 3.15. Future Filings. As permitted under Section 12-44-55 of the Act, the Company and County hereby waive application of any of the recapitulation requirements as set forth in Section 12-44-55, to the extent that and so long as the terms and conditions of this Section are met. Whenever the Company shall be required by any governmental or financial entity to file or produce any reports, notices, returns, or other documents while this Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney, the Clerk to County Council, and the County Auditor the completed form of such required documents together with a certification by the Company or owner of the Project that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorneys' fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within 30 days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents.

Section 3.16. Fiscal Year; Property Tax Year. If the Company's fiscal year changes so as to cause a change in the Company's property tax year, then the timing of the requirements of this Fee Agreement are automatically revised accordingly.

Section 3.17. Indemnification. (a) The Company shall and agrees to indemnify, defend and save the County, including the members of the governing body of the County, and the employees, officers and agents of the County (herein collectively referred to as the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or Company arising from the conduct or management of, or from any work or thing done on the Project during the term of the Fee Agreement(s) (regardless of when said claim(s) is asserted), and, the Company shall further indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of the Fee Agreement (regardless of when said claim(s) is asserted) from: (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Fee Agreement, (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, related to the Project, (iv) any act of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, related to the Project, (v) any environmental violation, condition, or effect of, upon or caused by the Project, (vi) the County's execution of this Fee Agreement, (vii) performance of the County's obligations under this Agreement (viii) the administration of its duties pursuant to this Agreement, or (ix) otherwise by virtue of the County having entered into this Fee Agreement, other than for those claims occasioned by the Indemnified Parties' own willful misconduct or gross negligence or that of any employee or representative of the Indemnified Parties. The Company shall indemnify, defend and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from an Indemnified Party, the Company shall defend it in any such action, prosecution or proceeding with legal counsel reasonably acceptable to the County.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of the Fee Agreement, or the undertakings required of the County hereunder, by reason of the execution of the Fee Agreement, by reason of the performance of any act requested of it by the Company, or the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or Company, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, other than for those claims occasioned by the Indemnified Parties' own willful misconduct or gross negligence or that of any employee or representative of the Indemnified Parties, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel reasonably acceptable to the County.

(c) These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

Section 3.18. Clawback. If the Additional Investment Requirement or the Additional Jobs Requirement are not satisfied between the Effective Date and the end of the Investment Period, each of the following subsections (a) – (c) shall apply:

(a) So long as the Company satisfies the Act Minimum Investment Requirement by the end of the Investment Period, the Company continues to be eligible for the Negotiated FILOT described in Section 3.1.

(b) The Company shall reimburse the County for a portion of the Special Source Revenue Credits received for each tax year in which the Company is entitled to receive Special Source Revenue Credits under Section 3.1 hereof, in an amount calculated as follows:

Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Additional Investment Requirement

Jobs Achievement Percentage = Actual Jobs Created / Additional Jobs Requirement

Notwithstanding the provisions of Section 317(a), if the Investment Achievement Percentage or Jobs Achievement Percentage is 90% or greater, such percentage shall be deemed to be at least 100%.

For example, and by way of example only, if the County granted \$100,000 in Special Source Revenue Credits, and \$6,303,000 had been invested at the Project and 11 jobs had been created between the Effective Date the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 11 jobs/22 jobs = 50%

Investment Achievement Percentage = \$6,303,000/\$5,730,000 = 110%

Overall Achievement Percentage = (50% + 110%)/2 = 80%

Claw Back Percentage = 100% - 80% = 20%

Repayment Amount = \$100,000 x 20% = \$20,000

(c) The Company shall pay any amounts described in or calculated pursuant to this Section 3.18 within 30 days of receipt of a written statement from the County. If not timely paid by the Company, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this 3.17 survives termination of this Fee Agreement.

ARTICLE IV MISCELLANEOUS

Section 4.1. Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Oconee County, South Carolina

County Administrator
415 S. Pine Street
Walhalla, South Carolina C 29691
Telephone: 864.638.4245
Facsimile: 864.638.4246
E-mail: smoulder@oconeesc.com

WITH A COPY TO:
(does not constitute notice)

Oconee County Attorney
David A. Root, Esquire
415 South Pine Street
Walhalla, South Carolina 29691
Telephone: 864.364.5332
Facsimile: 864.638.4246
droot@oconeesc.com

AS TO THE COMPANY:

Project Echo
ATTN: Julie Schulte
2775 Commerce Drive
Rochester Hills, Michigan 48309
Telephone: 248.852.6600

WITH A COPY TO:
(does not constitute notice)

Michael E. Kozlarek, Esquire
Kozlarek Law LLC
Post Office Box 565
Greenville, South Carolina 29602
Telephone: 864.729.1931
Email: michael@kozlareklaw.com

Section 4.2. Binding Effect. This Fee Agreement shall be binding, in accordance with its terms, upon and inure to the benefit of the Company and the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 4.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, in original, by facsimile or by other electronic means, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 4.4. Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 4.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 4.6. Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between Parties.

Section 4.7. Further Assurance. From time to time the County agrees to execute and deliver to the Company, at the sole expense of the Company, such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

Section 4.8. Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 4.9. Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 4.10. Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other similar cause beyond the Company's reasonable control.

Section 4.11. County Expenses. The Company shall reimburse the County for reasonable and necessary expenses, including, reasonable and necessary attorneys' fees, related to review and negotiation of the Transaction Documents, excluding those documents and review related to the Real Property Transactions, in an amount not to exceed \$5,000, absent extraordinary circumstances; provided, that the Company is not required to reimburse the County for any: (1) expenses incurred by the County in the ordinary course of its operation, including with respect to tax- and fee-payers; or (2) expenses incurred by the County in defending suits brought by the Company based on a default by the County under the Fee Agreement or related transaction documents. The Company shall reimburse the County no more than 30 days after receiving an invoice from the County, or its agents, in which the amount and the general nature of the expense is provided. The County's legal expenses related to the Real Property Transactions are not anticipated to exceed \$3,500.

Section 4.12. Execution Disclaimer. Notwithstanding any other provision, the County is executing as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

Section 4.13. Transfer of Real Property. As part of the County's offer of incentives to induce the Company to locate in the County, the County effected the transfer of the real property described on Exhibit A to the Company. The transfer of the property described on Exhibit A was, or is, further governed by additional documents, including Agreements for the Sale of Real Estate, a Limited Warranty Deed, and a Title to Real Estate.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the County Council Chairman and to be attested by the Clerk to County Council, effective as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

**By: _____
Chairman of County Council
Oconee County, South Carolina**

**(SEAL)
ATTEST:**

**By: _____
Clerk to County Council
Oconee County, South Carolina**

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officer, has caused this Fee Agreement to be executed in its name and on its behalf, effective as of the day and year first above written.

[PROJECT ECHO]

By: _____
Name:
Title:

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

All that certain piece, parcel or lot of land, lying and being in the Oconee County, State of South Carolina, being 39.70 acres, more or less, and being more fully shown on a survey prepared by Lavender Smith & Associates, Inc. dated July 3, 2015, and having the following metes and bounds as shown thereon, a copy of which is attached to this Exhibit A.

**EXHIBIT B
FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Amended and Restated Fee-in-lieu of Tax Agreement, effective [], 2018 ("Fee Agreement"), between Oconee County, South Carolina ("County") and [Project Echo] ("Company").

1. Joinder to Fee Agreement.

[] hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement; (b) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and that designation has been consented to by the County according to the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned has all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

4. Notice.

Notices under Section 4.1 of the Fee Agreement shall be sent to:

[]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity

By: _____

Its: _____

IN WITNESS WHEREOF, the County consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

OCONEE COUNTY, SOUTH CAROLINA

By:

Its:

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 13, 2018
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2018-34 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Ordinance 2018-34 will authorize the County Administrator to execute and deliver a residential lease agreement between Oconee County as Lessor and Kent Crooks as Lessee for certain real property, including all improvements thereon, located at 207 Crooks Road, Seneca, South Carolina.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by: _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: / No

If yes, who is matching and how much:

Approved by : _____ **Grants**

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take first reading of Ordinance 2018-34.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2018-34

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and,

WHEREAS, Mr. Kent Crooks entered into a residential lease agreement with Oconee County, South Carolina, for certain improved real property located at 207 Crooks Road, Seneca, South Carolina, TMS #268-00-03-039 (the "Premises"), beginning January 1, 2018 and ending on December 31, 2018; and,

WHEREAS, it is the desire of the County to enter into a new and separate lease with Mr. Crooks, such lease being captioned Lease Agreement (the "Lease"), attached hereto as Exhibit "A," for a term of one (1) year beginning January 1, 2019 and ending on December 31, 2019; and,

WHEREAS, the Oconee County Council (the "Council") has reviewed the form of the Lease, attached hereto as Exhibit "A," and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

NOW THEREFORE, be it ordained by Council in meeting duly assembled that:

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit "A."

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which

may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2018.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: November 13, 2018
Second Reading: _____
Third Reading: _____
Public Hearing: _____

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made this ____ day of _____, 2018, ("Effective Date") by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina ("Lessor") and Kent Crooks ("Lessee").

WHEREAS, Lessor owns and holds fee simple title to that certain piece, parcel, or lot of land and all improvements thereon, located in the State of South Carolina, County of Oconee, containing 20.83 acres, more or less, and being generally located at 207 Crooks Road, Seneca, South Carolina, and having Oconee County TMS# 268-00-03-039 (the "Premises");

WHEREAS, Lessor wishes to lease unto Lessee, and Lessee wishes to lease from Lessor the Premises; and

WHEREAS, Lessor and Lessee have each represented and warranted, and hereby do represent and warrant, that they have the power and authority to execute and enter into this Lease, and upon such execution and delivery that this Lease shall be enforceable against each in accordance with its terms, all requisite approvals and authorization necessary or requisite for the execution and delivery of this Lease having been obtained prior to the Effective Date.

NOW, THEREFORE, in consideration of the above recitals (which are incorporated herein as covenants, representations, or warranties, as applicable, made in this Lease), the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **LEASE OF PREMISES.** Lessor does hereby devise and lease to Lessee, and Lessee does hereby lease from Lessor, the Premises for a period of one (1) year commencing January 1, 2019 and ending December 31, 2019 (the "Lease Term"), unless sooner terminated as provided herein. Lessee shall use the Premises only for residential purposes. Subject to the conditions of this Lease, Lessor agrees that Lessee may peaceably have, hold, and enjoy the Premises without hindrance by Lessor.

2. **AMOUNT AND PAYMENT FOR LEASEHOLD INTEREST.** Lessee covenants to pay to "Oconee County" at 415 S. Pine Street, Walhalla, SC 29691, or such other place as Lessor shall designate in writing, as rent for said Premises, the amount of Six Thousand and 00/100 (\$6,000.00) Dollars for the one (1) year Lease Term. Such rent

payment shall be delivered to Lessee in twelve (12) equal monthly installments of Five Hundred and 00/100 (\$500.00) Dollars, and such rent payments are to be received on or before the first (1st) day of each month, with the first payment being due at the signing hereof. A security deposit is not required.

3. BREACH OR DEFAULT. If any term or provision of this Lease is violated by Lessee and such violation is not cured within thirty (30) days following the giving of written notice thereof by Lessor to Lessee, this Lease shall, at the option of Lessor, terminate and Lessor may thereupon lawfully enter into or upon the Premises, repossess the same, and expel Lessee therefrom without prejudice to any other claim or remedy Lessor may have for the collection of rent and/or for damages for breach of this Lease.

4. LESSEE'S MAINTENANCE AND REPAIR OF THE PREMISES. Except as hereinafter provided, Lessee shall maintain and keep the exterior and interior of the Premises in good repair, free of refuse and rubbish, and shall return the same at the expiration or termination of this lease in as good condition as received by Lessee, ordinary wear and tear excepted; provided, however, that if alterations, additions, and/or installations shall have been made by Lessee as provided for in this lease, Lessee shall be required to restore the Premises to the condition in which it was prior to such alterations, additions, and/or installations. Lessee shall be responsible for care, repair, and maintenance of all interior items, including mechanical, plumbing, electrical, carpeting, walls, and HVAC. Lessee shall maintain the areas around the front and rear doors, sidewalks, and delivery areas in a clean, neat, and orderly condition. Lessee will not commit any waste of or on the Premises and will pay for all damages to buildings or equipment caused by Lessee. Lessee shall not use or permit the use of the Premises in violation of any present or future local, state, or federal regulation or law. Lessee shall be responsible for all maintenance costs associated with the Premises.

5. LESSEE'S ALTERATIONS, ADDITIONS, INSTALLATIONS, AND REMOVAL THEREOF. Lessee may not, either at the commencement of or during the Lease Term, make any alterations in and/or additions to the Premises including, without limitation of the generality of the foregoing, alterations to the mechanical, electric, and plumbing systems without the written consent of Lessor.

6. UTILITIES, TAXES, AND INSURANCE. Lessee shall pay all charges for water, gas, sewer, electricity, and any other utility or operational cost associated with the Premises. Lessee shall be responsible for the payment of any taxes imposed on personal property situated at the Premises. Lessee shall maintain a general policy of liability insurance issued by a carrier, and in an amount, satisfactory to Lessor, by the terms of which Lessor and Lessee are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises. Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's guests, invitees, licensees, or others entering the Premises. It is, therefore, Lessee's responsibility to obtain insurance to cover such property and/or loss.

7. **RELEASE, HOLD HARMLESS, ASSUMPTION OF RISK, AND INDEMNITY.** Lessee, its employees, agents, and representatives, knowingly and freely assume all risks associated with its possession, use, and occupation of the Premises, both known and unknown; Lessee assumes full responsibility for its activities in relation hereto, and shall indemnify and hold harmless Lessor, its Council members, employees, officers, and representatives, from any and all claims for any damage, injury, accident, illness, loss, or other such claim incurred at or about the Premises, as brought forth or alleged by any person, including Lessee, its employees, agents, and representatives as relates to the activities of Lessee.

8. **OBSERVANCE OF LAWS.** Lessee shall duly obey and comply with all public laws, ordinances, rules, or regulations related to the use of the Premises.

9. **DAMAGE BY FIRE, ETC.** In the event the Premises are damaged by fire, flood, storm, civil commotion, or other unavoidable cause, to an extent not repairable within one hundred twenty (120) days of the date of such damage, this Lease shall terminate as of the date of such damage.

10. **ASSIGNMENT.** Lessee may not assign this lease or sub-let the Premises or any part thereof for any use, without the written consent of Lessor.

11. **LESSOR'S RIGHT TO ENTER PREMISES.** Lessee shall permit Lessor and Lessor's agents to enter at all reasonable times to view the state and condition of the Premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purpose. Apart from entrance made necessary by emergency or exigent circumstance, Lessor shall give Lessee twenty-four (24) hours' advance notice of its desire to exercise its right to enter the Premises.

12. **ENTIRE AGREEMENT.** This Lease constitutes all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth.

13. **SECTION HEADING.** The section headings, as to the contents of particular sections herein, are inserted only for convenience and are in no way to be construed as part of such section or as a limitation on the scope of the particular section to which they refer.

14. **GOVERNING LAW.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

15. **NOTICES.** It is agreed that all notices regarding this Lease shall be sent via US Postal Mail to:

Lessor: Oconee County

Attn: County Administrator
415 S. Pine St.
Walhalla, South Carolina 29691
Contact Number: 864-638-4244

Lessee: James Kent Crooks
93 Goose Knob
Riverton, Wyoming 82501
Contact Telephone Number: 307-709-0106

or to such other addresses as may be from time to time authorized by Lessor or Lessee respectively.

16. COUNTERPART. This Lease may be executed in one or more counterparts, each of which shall constitute an original, and all of which shall constitute one and the same document.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall insure to the benefit of and be equally binding upon the respective executors, administrators, heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date set forth above.

WITNESS:

LESSOR:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: County Administrator

LESSEE:

By: _____
James Kent Crooks

Oconee County, South Carolina



Ordinance 2018-35

contains an Attachment B that highlights the changes being proposed. The only change to the ordinance is the addition of the following language:

“Members may serve consecutive terms if appointed. There are no term limits.”

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 13, 2018
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Ordinance 2018-35: "AN ORDINANCE TO AMEND DIVISION 2, ARTICLE IV, CHAPTER 2 OF THE OCONEE COUNTY CODE OF ORDINANCES BY MAKING CLEAR THAT TERM LIMITS DO NOT APPLY TO MEMBERS OF THE COUNTY AERONAUTICS COMMISSION; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Ordinance 2018-35 will add the following language to the Aeronautic Commission's membership provisions: "Members may serve consecutive terms if appointed. There are no term limits."

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council approve Ordinance 2018-35.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2018-35

AN ORDINANCE TO AMEND DIVISION 2, ARTICLE IV, CHAPTER 2 OF THE OCONEE COUNTY CODE OF ORDINANCES BY MAKING CLEAR THAT TERM LIMITS DO NOT APPLY TO MEMBERS OF THE COUNTY AERONAUTICS COMMISSION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to establish such boards, commissions, and committees in the County as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge, or abolish any such agencies, departments, boards, commissions, and positions; and,

WHEREAS, the County has established the Oconee County Aeronautics Commission (the "Commission"); and,

WHEREAS, the Commission is charged with the task of aiding and advising the County on matters related to aeronautics and the County's airport and airport facilities; and,

WHEREAS, in order make more clear the ordinance establishing and governing the Commissions and to ensure the membership of the Commission is fully populated with qualified individuals, the Commission desires to amend Division 2, Article IV, Chapter 2 to specifically state that term limits do not apply to its members.

NOW THEREFORE, be it ordained by the Oconee County Council, in meeting duly assembled with a quorum present, as follows:

1. Division 2, Article IV, Chapter 2 of the Oconee County Code of Ordinances, entitled the *Aeronautics Commission*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference. Attached hereto as Attachment B is a version of Division 2, Article IV, of Chapter 2 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.

5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: November 13, 2018
Second Reading: _____
Third Reading: _____
Public Hearing: _____

ATTACHMENT A

DIVISION 2. - AERONAUTICS COMMISSION

Sec. 2-261. - Purpose of division.

The purpose of this division is to create the county aeronautics commission, with the duties and authority as provided in this division.

Sec. 2-262. - Membership.

- (a) The membership of the county aeronautics commission shall be seven in number, selected and appointed by a majority vote of the membership of the county council voting in council, duly assembled, with one member being selected from each of the five council districts in existence and as delineated on February 1, 2012, upon the nomination (motion) of the council member from that respective council district, and two members selected at large, from the county as a whole, by majority vote of county council. If after an appointment of a member to represent a particular council district of the county to this commission, such district is altered, then such member shall continue to serve thereon for the remainder of the term to which he is appointed, irrespective of his place of residence. If the county is further divided into additional districts, additional appointments of members to the commission to represent the newly created district may be made by the county council, in the same manner described herein, by district, without further legislative action required by county council.
- (b) Should any member of this commission move and establish residence outside the county or the district where such member was residing at the time of the appointment to this commission, such moving shall constitute a resignation by the member and a replacement member shall be appointed to fill the unexpired term of such resigned member.

Sec. 2-263. - Terms of members.

- (a) Each member shall serve for a term of four years, except that the initial term of the second at large member selected by county council shall be for a period of two years, and thereafter all members shall serve for a four-year term or until their successors in office are duly appointed. Members may serve consecutive terms if appointed. There are no term limits.
- (b) If any member of the commission shall fail to attend 50 percent of the regularly scheduled meetings within a period of 12 calendar months, he shall be deemed to have resigned his position and may be replaced without notice by action of the county council. If such absences are excused by the chair of the commission and/or the chief administrative officer of the county, then this subsection may be waived.

Sec. 2-264. - Organization; meetings; officers.

- (a) The county aeronautics commission shall meet at least once each month, at a time and place selected by the membership thereof, excepting that upon vote of a majority of its members, meetings for July and August may be suspended or waived.
- (b) At the January meeting of each even-numbered year, there shall be elected a chair, a vice-chair and a secretary, together with such other officers as the commission may deem necessary, and these officers shall serve for a period of two years or until their successors are duly elected and qualified. Vacancies in any such office by reason of death, resignation or replacement shall be filled for the unexpired term of the officer whose position becomes vacant.
- (c) In addition, the commission may duly adopt such bylaws as may be necessary for the orderly performance of its duties and functions. Any bylaws which may be adopted by the commission for

the orderly performance of its duties shall comply with the provisions of general law of the state, including, but not limited to, the Freedom of Information Act, and of this division, and of all other ordinances of the county.

Sec. 2-265. - Powers and duties.

The duties of the county aeronautics commission shall be, *inter alia*, as follows:

- (1) To advise the county council on any matter affecting aeronautics, the operation of the county's airport and airport facilities; to keep abreast of and advise the county council on all state or federal regulations or requirements with regard to the operation of the county's airport and airport facilities; and to ensure compliance by the county with any and all such regulations; and to investigate and determine the requirements for the maintenance of and efficient and profitable operation of the airport and its facilities and make recommendations to the county council concerning the same. Such advice shall be made in the form of a written report to the council, monthly, summarizing the activities, findings and functions of the commission, together with the agenda for the next meeting, all of which shall be in the hands of the chief administrative officer or designee within a reasonable time. In no event, however, shall this commission enter into any contracts, contractual obligations, employment of personnel, purchase of equipment or expenditure of funds not itemized and authorized in the budget under which it shall operate, without the prior written consent, affirmation and authorization of the county council. In any event, the power and authority to enter into any contract binding the county is vested with and shall remain in the chief administrative officer and the county council and is not delegated to the commission in this section.
- (2) To participate in the formulation of the budget and budgetary appropriations affecting the area of concern of this commission.
- (3) To prepare plans and recommendations to the county council in the area of its activity, with recommendations for the implementation of such plans.
- (4) To advise and recommend the employment of county employees to the county council, whose employment is within the area and scope of its activities.
- (5) To generally advise the county council on any matter within the scope of its activities, which would tend to improve the efficiency and beneficial operation of the county government in the field of activity with which the commission is concerned.

Any advice or recommendations to the county council may be prepared and presented orally by the chair of the commission at a regularly scheduled meeting of the council after due notice for agenda purposes, or in writing forwarded to the chief administrative officer for dissemination to council members.

Sec. 2-266. - Salaries and funding.

Each member of the county aeronautics commission shall be paid the sum of \$100.00 per year, plus expenses for out of county travel, as sole compensation. All ex officio members (with the exception of those members who are appointed or elected to local government agencies and who are by virtue of their position reimbursed by the municipality for their expenses incurred attending board meetings) shall receive the same salary (\$100.00 per year) as voting members. Any expense item or claim for the same shall be first approved by the chair of the commission, unless the same is made by the chair and submitted for approval and payment to the county council. In no event shall any member of the commission be entitled to any other compensation, direct or indirect, for services on the commission, and such member shall not provide any services, materials, products, goods or equipment to the county, unless the same is sold or offered for sale in accordance with existing county and state purchasing procedures.

Secs. 2-267—2-290. - Reserved.

ATTACHMENT B

DIVISION 2. - AERONAUTICS COMMISSION

Sec. 2-261. - Purpose of division.

The purpose of this division is to create the county aeronautics commission, with the duties and authority as provided in this division.

Sec. 2-262. - Membership.

- (a) The membership of the county aeronautics commission shall be seven in number, selected and appointed by a majority vote of the membership of the county council voting in council, duly assembled, with one member being selected from each of the five council districts in existence and as delineated on February 1, 2012, upon the nomination (motion) of the council member from that respective council district, and two members selected at large, from the county as a whole, by majority vote of county council. If after an appointment of a member to represent a particular council district of the county to this commission, such district is altered, then such member shall continue to serve thereon for the remainder of the term to which he is appointed, irrespective of his place of residence. If the county is further divided into additional districts, additional appointments of members to the commission to represent the newly created district may be made by the county council, in the same manner described herein, by district, without further legislative action required by county council.
- (b) Should any member of this commission move and establish residence outside the county or the district where such member was residing at the time of the appointment to this commission, such moving shall constitute a resignation by the member and a replacement member shall be appointed to fill the unexpired term of such resigned member.

Sec. 2-263. - Terms of members.

- (a) Each member shall serve for a term of four years, except that the initial term of the second at large member selected by county council shall be for a period of two years, and thereafter all members shall serve for a four-year term or until their successors in office are duly appointed. **Members may serve consecutive terms if appointed. There are no term limits.**
- (b) If any member of the commission shall fail to attend 50 percent of the regularly scheduled meetings within a period of 12 calendar months, he shall be deemed to have resigned his position and may be replaced without notice by action of the county council. If such absences are excused by the chair of the commission and/or the chief administrative officer of the county, then this subsection may be waived.

Sec. 2-264. - Organization; meetings; officers.

- (a) The county aeronautics commission shall meet at least once each month, at a time and place selected by the membership thereof, excepting that upon vote of a majority of its members, meetings for July and August may be suspended or waived.
- (b) At the January meeting of each even-numbered year, there shall be elected a chair, a vice-chair and a secretary, together with such other officers as the commission may deem necessary, and these officers shall serve for a period of two years or until their successors are duly elected and qualified. Vacancies in any such office by reason of death, resignation or replacement shall be filled for the unexpired term of the officer whose position becomes vacant.
- (c) In addition, the commission may duly adopt such bylaws as may be necessary for the orderly performance of its duties and functions. Any bylaws which may be adopted by the commission for

the orderly performance of its duties shall comply with the provisions of general law of the state, including, but not limited to, the Freedom of Information Act, and of this division, and of all other ordinances of the county.

Sec. 2-265. - Powers and duties.

The duties of the county aeronautics commission shall be, *inter alia*, as follows:

- (1) To advise the county council on any matter affecting aeronautics, the operation of the county's airport and airport facilities; to keep abreast of and advise the county council on all state or federal regulations or requirements with regard to the operation of the county's airport and airport facilities; and to ensure compliance by the county with any and all such regulations; and to investigate and determine the requirements for the maintenance of and efficient and profitable operation of the airport and its facilities and make recommendations to the county council concerning the same. Such advice shall be made in the form of a written report to the council, monthly, summarizing the activities, findings and functions of the commission, together with the agenda for the next meeting, all of which shall be in the hands of the chief administrative officer or designee within a reasonable time. In no event, however, shall this commission enter into any contracts, contractual obligations, employment of personnel, purchase of equipment or expenditure of funds not itemized and authorized in the budget under which it shall operate, without the prior written consent, affirmation and authorization of the county council. In any event, the power and authority to enter into any contract binding the county is vested with and shall remain in the chief administrative officer and the county council and is not delegated to the commission in this section.
- (2) To participate in the formulation of the budget and budgetary appropriations affecting the area of concern of this commission.
- (3) To prepare plans and recommendations to the county council in the area of its activity, with recommendations for the implementation of such plans.
- (4) To advise and recommend the employment of county employees to the county council, whose employment is within the area and scope of its activities.
- (5) To generally advise the county council on any matter within the scope of its activities, which would tend to improve the efficiency and beneficial operation of the county government in the field of activity with which the commission is concerned.

Any advice or recommendations to the county council may be prepared and presented orally by the chair of the commission at a regularly scheduled meeting of the council after due notice for agenda purposes, or in writing forwarded to the chief administrative officer for dissemination to council members.

Sec. 2-266. - Salaries and funding.

Each member of the county aeronautics commission shall be paid the sum of \$100.00 per year, plus expenses for out of county travel, as sole compensation. All ex officio members (with the exception of those members who are appointed or elected to local government agencies and who are by virtue of their position reimbursed by the municipality for their expenses incurred attending board meetings) shall receive the same salary (\$100.00 per year) as voting members. Any expense item or claim for the same shall be first approved by the chair of the commission, unless the same is made by the chair and submitted for approval and payment to the county council. In no event shall any member of the commission be entitled to any other compensation, direct or indirect, for services on the commission, and such member shall not provide any services, materials, products, goods or equipment to the county, unless the same is sold or offered for sale in accordance with existing county and state purchasing procedures.

Secs. 2-267—2-290. - Reserved.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

RESOLUTION 2018-15

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BY AND BETWEEN KRISTEY LEE HARVEY, AS SELLER, AND OCONEE COUNTY, AS PURCHASER, AND OTHERWISE AUTHORIZING THE PURCHASE OF APPROXIMATELY 14.2 ACRES OF LAND, INCLUDING ALL RIGHTS AND APPURTENANCES PERTAINING TO THE LAND, LOCATED AT 667 ROCK CRUSHER ROAD (TMS: 190-00-03-032), WITH ALL SUMS FUNDING THE PURCHASE DERIVING SOLELY FROM THE OCONEE COUNTY ROCK QUARRY ENTERPRISE FUND; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to acquire and convey real property and to make and execute contracts; and,

WHEREAS, the County currently desires to purchase approximately 14.2 acres of land, including all rights and appurtenances pertaining to the land, located at 667 Rock Crusher Road (TMS: 190-00-03-032) (the "Property"), consistent with the terms of a Purchase and Sale Agreement (the "Agreement"); and,

WHEREAS, the Property will be purchased to serve, among other things, the Oconee County Rock Quarry, and all funds for the purchase of the Property will derive solely from the Rock Quarry Enterprise Fund; and,

WHEREAS, Oconee County Council (the "Council") finds that the County's purchase of the Property will serve a proper public and corporate purpose of the County and is necessary and in the best interest of the County; and,

WHEREAS, the Council has reviewed the form of the Agreement, attached hereto as Exhibit "A," and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Agreement, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Agreement and all related agreements and documents necessary or incidental thereto in order to properly effect the acquisition of the Property.

NOW THEREFORE, be it resolved by Council in meeting duly assembled that:

Section 1. Agreement Approved. The Agreement is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Agreement in substantially the same form as Exhibit "A," attached hereto. Any amendments to the Agreement, except for amendments altering the purchase price, in such forms as shall be approved by the County Administrator are hereby approved and shall be executed in the same manner.

Section 2. Purchase Price Funds. All funds used to purchase the Property shall come exclusively from the Oconee County Rock Quarry Enterprise Fund and not from the general fund of Oconee County; the purchases contemplated in the Agreement are proprietary and not legislative in nature.

Section 3. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Agreement and to execute and deliver any such documents and instruments on behalf of the County.

Section 4. Severability. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 5. General Repeal. All orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 6. Effective Date. This Resolution shall become effective and be in full force and effect after enactment by Oconee County Council.

APPROVED AND ADOPTED this 13th day of November, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

Exhibit A

*To be made a public record upon execution, consistent
with the provisions of the South Carolina Freedom of Information Act.*

Oconee County, South Carolina



**Action Item regarding
Phase I of the Shadowood
Division contains an
Attachment B that highlights
the changes being proposed**

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 13th, 2018
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:
ACTION REQUIRED: MOTION TO RESCIND PRIOR CONDITIONAL ACCEPTANCE OF ROADS LOCATED IN PHASE 1 OF THE SHADOWOOD SUBDIVISION AND TO RESTATE CONDITIONAL ACCEPTANCE IN MODIFIED FORM.
BACKGROUND DESCRIPTION: The prior conditional acceptance states specific parameters which are not possible to attain.
SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:
None
FINANCIAL IMPACT [Brief Statement]:
Check Here if Item Previously approved in the Budget. No additional information required.
Approved by : _____ Finance
COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:
Are Matching Funds Available: Yes / No
If yes, who is matching and how much:
Approved by : _____ Grants
ATTACHMENTS
Attachment A & B
STAFF RECOMMENDATION [Brief Statement]:

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Attachment A

Conditional acceptance of roads located in Phase 1 of the Shadowood subdivision.

It is the recommendation of both staff and the Transportation Committee that Council conditionally accept into the Oconee County Public Road System those roads located in Phase 1 of the Shadowood subdivision. The question of final acceptance of the roads will be brought before Council upon:

- (1) completion of Phase 2 of the Shadowood development;**
- (2) the County's receipt , and acceptance, of Final Plans for Phase 2, showing all required elements for such Final Plans as contained in the Oconee County Code of Ordinances; And a survey of the right-of-ways of the road system for Phase 1 indicating an existing 50' right-of-way that would permit the donation of said right-of-way to the County.**
- (3) the County's receipt of as-built drawings for the roads located in Phase 2, evidencing compliance with Oconee County road design and construction standards;**
- (4) deeded right-of-ways for the roads to be accepted; and**
- (5) satisfaction of all other requirements as contained in the Oconee County Code of Ordinances and as the County Administrator may deem necessary or advisable.**

Attachment B

Conditional acceptance of roads located in Phase 1 of the Shadowood subdivision.

It is the recommendation of both staff and the Transportation Committee that Council conditionally accept into the Oconee County Public Road System those roads located in Phase 1 of the Shadowood subdivision. The question of final acceptance of the roads will be brought before Council upon:

(1) completion of Phase 2 of the Shadowood development;

(2) the County's receipt and acceptance of Final Plans for ~~both~~ Phase 1 and 2, showing all required elements for such Final Plans as contained in the Oconee County Code of Ordinances; And a survey of the right-of-ways of the road system for Phase 1 indicating an existing 50' right-of-way that would permit the donation of said right-of-way to the County.

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(3) the County's receipt of as-built drawings for the roads located in ~~Phase~~ Phase 2, evidencing compliance with Oconee County road design and construction standards;

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(4) deeded right-of-ways for the roads to be accepted; and

(5) satisfaction of all other requirements as contained in the Oconee County Code of Ordinances and as the County Administrator may deem necessary or advisable.

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 13, 2018

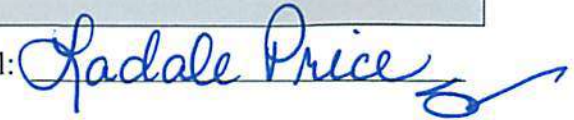
ITEM TITLE:

Title: **Eight (8) 2019 Ford Explorer Police Interceptor SUV's** Department: **Sheriff's Office** Amount: **\$239,616.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2018-2019 budget process.

Finance Approval:



Budget: \$427,142.00

Project Cost: **\$239,616.00**

Balance: \$187,526.00

BACKGROUND DESCRIPTION:

Sheriff's fleet vehicles necessary for fiscal year 2018-2019 operations include eight (8) 2019 Ford Explorer Police Interceptor SUV's. Vic Bailey Ford of Spartanburg, SC is the SC State Contract vendor for these Ford SUV's. The new vehicles will replace high-mileage vehicles currently used in the Sheriff's fleet. The vehicles being replaced will be sold as surplus or replace older vehicles used in other County departments. The Fleet Maintenance Director also approves this purchase.

ATTACHMENT(S):

1. State Contract Pricing
2. Spreadsheet showing Options added or deleted

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve purchase of eight (8) Ford Explorer Police Interceptor SUV's to Vic Bailey Ford of Spartanburg, SC, in the amount of \$239,616.00, per State Contract # 4400017322.

Submitted or Prepared By: 
Tronda C Popham, Procurement Director

Approved for Submittal to Council: 
D. Richard Martin,
Interim County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

LE-7: Law Enforcement Utility - Intermediate, Four-Door, All-Wheel Drive

<u>Contract Number:</u>	4400017322	<u>Contractor:</u>	Vic Bailey Ford
<u>Initial Contract Term:</u>	11/1/2017 - 10/31/2018	<u>Address:</u>	PO Box 3568 Spartanburg, SC 29304
<u>Contract Rollover Dates:</u>		<u>Vendor #:</u>	7000079092
<u>Order Cut Off Date:</u>	8/1/2018	<u>Contact:</u>	David Vetter
<u>Model:</u>	Ford Police Interceptor SUV - K8A	<u>Email:</u>	dvetter@vicbailevauto.com
<u>Commodity Code:</u>	07105	<u>Telephone:</u>	864-585-3600
<u>Delivery Days ARO:</u>	90	<u>Fax:</u>	864-594-6802

BASE PRICE **\$27,903.00**

*Click on the link above for an itemized listing of items included in the base price

Optional Additions

Intentionally Left Blank

Optional Deductions

<i>Police/Special Purpose Interior Package</i>	\$309.00
<small>* Deletes Center Console, Changes Floor Covering and Rear Seat to Vinyl</small>	
<i>HD Vinyl/Rubber Flooring</i>	\$261.00
<small>* Deletes Center Console</small>	
<i>Vinyl Rear Seat (Cloth Front)</i>	\$209.00
<small>* Deletes Center Console</small>	
<i>Spot Light (Left Door Mounted)</i>	\$171.00
<small>* Deletes Spot Light</small>	
<i>Delivery Fee (Per Vehicle)</i>	\$15.00

Delivery Information

Delivery Distance Included in Delivery Fee	10 Miles
Price Per Mile Contractor May Charge Beyond the Delivery Distance	\$1.50

[Return to Index](#)

VIC BAILEY FORD

David Vetter 864.585.3600 or 800.922.1365

2019 FORD POLICE INTERCEPTOR SUV ALL WHEEL DRIVE

Contract #: 4400017322

BASE PRICE**\$27,903.00****Standard Equipment Included:**

3.7L V-6 Engine	Power Steering
Automatic Transmission	Power Brakes
A/C	Power Windows and Door Locks
AM/ FM Radio	Cloth Front Bucket Seats w/ Vinyl Rear Bench Seat
Remote Keyless Entry	Vinyl Floor Covering
Cruise Control	Driver's Side Spotlight

Configuration #1**Additional Included Factory Options:**

Rearview Camera - Camera in Center Stack	Standard
Pre-Wiring for Grill Lamp, Siren and Speaker - 60A	\$54.00
Reverse Sensing System - 76R	\$288.00
Front Headlamp / Police Interceptor Housing Only - 86P	\$131.00
Dome Lamp Red/White in Cargo Area - 17T	\$54.00
Tail Lamp / Police Interceptor Housing Only - 86T	\$65.00
2019 Model Year Upgrade	\$957.00
Sales Tax	\$500.00
TOTAL SC GOVERNMENT SALES PRICE:	\$29,952.00

GRAND TOTAL FOR 8 UNITS**\$239,616.00**

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 13, 2018

ITEM TITLE:

Title: Two (2) Chevrolet Tahoe SUV's

Department: Sheriff's Office

Amount: \$67,560.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2018-2019 budget process.

Finance Approval:



Budget: \$187,526.00

Project Cost: \$67,560.00

Balance: \$119,966.00

BACKGROUND DESCRIPTION:

Sheriff's fleet vehicles necessary for fiscal year 2018-2019 operations include two (2) 2019 Chevrolet Tahoe Police Interceptor SUV's. Love Chevrolet of Columbia, SC is the SC State Contract vendor for these Chevrolet SUV's. The new vehicles will replace high-mileage vehicles currently used in the Sheriff's fleet. The vehicles being replaced will be sold as surplus or replace older vehicles used in other County departments. The Fleet Maintenance Director also approves this purchase.


ATTACHMENT(S):

1. State Contract Pricing
2. Love Chevrolet Cost Sheet
3. Spreadsheet showing Options added or deleted

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of two (2) Chevrolet Tahoe Police Interceptor SUV's from Love Chevrolet of Columbia, SC, in the amount of \$67,560.00, per State Contract # 4400017323.

Submitted or Prepared By: 
Tronda C Popham, Procurement Director

Approved for Submittal to Council: 
D. Richard Martin,
Interim County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Rob Malpass, Procurement Manager
Phone: (803) 737-5769
Email: remalpass@mimo.sc.gov

Materials Management Office
1201 Main Street, Suite 600
Columbia, South Carolina 29201

Section: V
Page: 8
Date: 11/1/2017

LE-8: Pursuit Utility, Full Size, 4x2, Flex Fuel

<u>Contract Number:</u>	4400017323	<u>Contractor:</u>	Love Chevrolet Company
<u>Initial Contract Term:</u>	11/1/2017 - 10/31/2018	<u>Address:</u>	100 Parkridge Drive, Columbia, SC 29212
<u>Contract Rollover Dates:</u>	11/1/2018 - 10/31/2019	<u>Vendor #:</u>	7000044959
<u>Order Cut Off Date:</u>		<u>Contact:</u>	Donna Casey
<u>Model:</u>	Chevrolet Tahoe PPV - CC15706	<u>Email:</u>	<u>governmentsales@loveauto.com</u>
<u>Commodity Code:</u>	07105	<u>Telephone:</u>	803-794-9004 ext. 7
<u>Delivery Days ARO:</u>	90	<u>Fax:</u>	803-926-7467

BASE PRICE **\$32,734.00**

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

4x4 Pursuit Package	\$3,550.00
Towing Package (State Standard Spec)	\$25.00

Optional Deductions

HD Vinyl/Rubber Flooring	\$100.00
Spot Light (Left Door Mounted)	\$385.00
Delivery Fee (Per Vehicle)	\$15.00

Delivery Information

Delivery Distance Included in Delivery Fee	9 Miles
Price Per Mile Contractor May Charge Beyond the Delivery Distance	\$1.67

[Return to Index](#)



SINCE 1961

LOVE CHEVROLET COMPANY
100 PARKRIDGE DR
Columbia, South Carolina 29212
(803) 794-9004
DON LOCKHART 803-513-5905
dlockhart@loveauto.com

2019 CHEVROLET TAHOE 2WD PPV
STATE CONTRACT EXT #4400017323

BASE PRICE

\$32734.00

INCLUDES:

5.3L V8 GAS ENGINE E 85 CAPABLE
AUTOMATIC 6 SPEED TRANSMISSION
A/C, TILT ,CRUISE CONTROL
POWER WINDOWS,LOCKS AND MIRRORS
KEYLESS REMOTE ENTRY(TWO REMOTES)
EXTRA KEYS
AM/FM STEREO RADIO CD BLUETOOTH
FRONT CLOTH BUCKET SEATS(CENTER SECTION
REMOVED)
2ND ROW VINYL SEATS
FULL VINYL FLOOR COVERING
ASSIST STEPS
17" STEEL WHEELS PURSUIT V RATED TIRES
REAR VISION CAMERA
LOCKING DIFFERENTIAL
TRAILERING HITCH AND WIRING
NO LUGGAGE RACK
LEFT HAND SPOTLIGHT

**PPV PURSUIT PACKAGE
BLACK EXTERIOR-----EBONY INTERIOR
ADDS:**

6J3 WIRING GRILLE LAMPS AND SIREN	\$ 38.00
6J4 WIRING HORN AND SIREN CIRCUIT	\$ 39.00
FLASHER SYSTEM HEADLAMP, TAILLAMP	\$ 469.00

SC IMF FEE	\$ 500.00
TOTAL	\$33780.00

Chevrolet Tahoes State Contract Number 4400017323

Description	Quantity	Unit Price	Total Price
2019 Chevy Tahoe PPV includes: 5.3L V8, 6 Speed Automatic Transmission, A/C, Tilt Wheel, Cruise Control, Power Windows, Power Locks, Power Mirrors, Keyless Remote Entry (Two Remotes), AM\FM Radio CD Bluetooth, Front Cloth Bucket Seats (Center Section Removed), 2nd Row Vinyl Seats, Full Vinyl Floor Covering, Assist Steps, 17" Steel Wheels Pursuit V Rated Tires, Rear Vision Camera, Locking Differential, Trailering Hitch and Wiring, No Luggage Rack, Left Hand Spot Light, PPV Pursuit Package All Standard Equipment Included on State Contract.	2	\$32,734.00	\$65,468.00
Adds:			\$0.00
Exterior Color: BLACK, Interior Color: CHARCOAL			
613 Wiring for Grille Lamps & Siren	2	\$38.00	\$76.00
Wiring Horn and Siren Circuit	2	\$39.00	\$78.00
Flasher System Headlamp, Taillamp	2	\$469.00	\$938.00
SUBTOTAL FOR TAHOE'S	2	\$33,280.00	\$66,560.00
Add \$500 State Sales Tax	2	\$500.00	\$1,000.00
GRAND TOTAL		\$33,780.00	\$67,560.00



Public Comment

SIGN IN SHEET

6:00 PM

November 13, 2018

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
✓ 1	Sharon De Ridder	Healthy Oconee
✓ 2	Sarai Melendez	" " "
✓ 3	John Bickford	" healthy Oconee "
✓ 4	Tony Adams	Skunk South
✓ 5	Heather Goss	Healthy Oconee - GHS
✓ 6	Vanessa Farte	Healthy Oconee - GHS
✓ 7	Dahy Snipes	Healthy Oconee - GHS SAFE Kids Upstate
8	JERRY BRANDET	
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

November 9, 2018

Mr. Andrew Chandler, Program Manager
SC Office of Rural Health
107 Saluda Pointe Drive
Lexington, SC 29072

RE: Healthy Oconee Coalition Community Project Plan, Funding Request

Dear Andrew:

The Healthy Oconee Coalition is pleased to present this letter of intent proposing our Blueprint for Health Community Project. We want to develop and launch an interactive community asset map called imap utilizing community poverty simulations as stakeholder engagement activities. We are requesting the full amount of \$25,000 for this project. The detailed budget and project timeline is attached.

Data for Oconee County obtained from the SC Department of Health and Environmental Control Division of Biostatistics indicates that Oconee County exceeds the State average in important health factors such as chronic diseases, accidental overdose, Alzheimer's disease, and suicide. Teen birthrates are higher as well as the number of mothers who smoked during pregnancy. When the data is more closely investigated, there is an observable disparity in the health outcomes for those who live in pockets of our community where poverty is prolific.

Our role as a coalition is to help create awareness of this problem and initiate/facilitate discussion of and action toward improving the health for all of Oconee County.

Because we are a new coalition and we are still laying a foundation for growth, we believe the ideal project for our community is one that will serve two purposes: 1) it will educate and inform the community about health disparities in our community as well as help people connect to existing services and resources available to them, and 2) it will serve as a tool for evaluation, planning and education for future efforts to address health equity.

This imap will provide information we need to identify and address gaps where services are needed but are missing, as well as identify other problems that keep people from being able to appropriately access the services that are available. It will also inform productive discussions on how to work together as a community to improve health equity. We believe this imap project will serve as a springboard to launch many other ideas, projects and opportunities to address health disparities in Oconee County.

Our community asset imap would cover the entire geographic footprint of Oconee County with 674 sq miles. All 77,000 residents of Oconee County, as well as businesses, organizations, governmental agencies and the 600,000-plus tourists who visit our County annually will benefit from information the imap can provide.

Our community asset map will be similar to the one in Greenville County. It will be interactive, web-based, and optimized for use on mobile devices. It will be a resource to help people locate assets within Oconee County that can help meet their individual needs—assets such as human service organizations, food systems, financial centers, parks, trails and recreation centers, and more. There is not another map of Oconee County like this. In addition to conducting our own research, we will partner with other agencies that have gathered and published similar information to ensure we are getting a comprehensive list of quality data.

Key partners include United Way of Oconee, Greenville Health System/Prisma Health-Oconee, SC DHEC, Oconee County First Steps, and the Oconee County Government. We hope to create a synergistic tool beneficial to all partners that will enhance community knowledge and utilization of the vast resources available in Oconee County.

As we gather data and begin developing the map for Oconee County, we feel it is important that we engage our community by bringing awareness to the issues of poverty and resulting health disparities. In order to do so, we plan to invite members of our legislature, leaders from municipal governments, the school district, local industry and other leaders to participate with at-large members of our community in one of several poverty simulations. These simulations will provide community members who are not impoverished an opportunity to gain more practical insight into the challenges experienced by people living in poverty. Additionally, it will give us a chance to promote map and explain how it can help connect people in need with services available in our community prior to a larger, publicized launch of the map.

Our Coalition is seeking the full \$25,000 to cover the costs for developing, launching and marketing the map tool. Activities will include: development of the map and website, hosting, marketing/media, and educational materials. It will also cover the cost for the interactive poverty simulations. This project will cost approximately \$18,000/year to sustain. We are considering several fundraising or alternative sustainability models, but will take the time following launch to flesh that out. We will minimize costs by utilizing volunteers and interns whenever possible.

The Coalition is eager to receive your approval of this project proposal and funding request. If you have any questions, please do not hesitate to contact Heather Goss, Sharon DeRidder, or Sarai Melendez. We look forward to working with the SC Office of Rural Health to bring this exciting project to fruition.

Kind Regards,

The Leadership Training Participants of the Healthy Oconee Coalition

Attachments

Cc: Healthy Oconee Coalition Leadership Training Participants

ATTACHMENT 1: DHEC Data

Births	Oconee	SC
Mothers who smoked during pregnancy (percent of all live births)	17.4 %	10.0 %
Teen live births (rate per 1,000 female population aged 15-19)	41.8	26.1

- 2014-2016
- Source: Division of Biostatistics, SC Department of Health and Environmental Control

Mortality Rates	Oconee	SC
Accidental drug overdose	23.8	14.7
Alzheimer's disease	52.0	43
Chronic loser respiratory disease	56.7	48.5
Suicide	18.9	15.3
Diabetes	24.3	22.5

- Rates are age-adjusted per 100,000 population; 2014-2016
- Source: Division of Biostatistics, SC Department of Health and Environmental Control

Chronic Diseases, Risk Factors, Health Behaviors	Oconee	SC
Coronary heart disease	5.9 %	4.6%
Stroke	6.7%	3.8%
Heart attack	6.3%	4.8%
Current Smoking	19.4 %	20.4%
Received a pneumococcal vaccine ever, aged 65+	69.6 %	71.8%

- Source: SC BRFS 2014-2016, SC Department of Health and Environmental Control

Elevated blood lead tests	Oconee	SC
Elevated (≥ 5 mcg/dL) blood lead tests in children <6 years of age (percent of children tested; 2016)	3.8	2.6

- Source: Lead Surveillance, SC Department of Health and Environmental Control

ATTACHMENT 2: PROJECT BUDGET / DURATION / TIMELINE

I. TOTAL PROJECT BUDGET

COST CATEGORY	PROJECTED COST
Web hosting and Web design,	\$ 21,500
Marketing/Media of imap/Educational Materials	\$ 500
(3) Poverty Simulations	\$ 3,000
<i>TOTAL Projected Budget</i>	\$ 25,000

II. PROJECT DURATION:

PROJECT START DATE	ESTIMATED PROJECT COMPLETION DATE
Once \$\$ Awarded by SCORH	June 30, 2019 / Ongoing

III. TIMELINE FOR PROJECT:

MONTH / QUARTER	ACTIVITIES
Nov. – Dec. 2018	Work with web developer, web host Gathering and verifying data
January 2019	Media/Marketing Soft Launch Engage stakeholders through First Poverty Simulation/imap discussion
January 2019	Educational Materials developed Engage stakeholders through Second Poverty Simulation/imap discussion
May 2019	Update imap data / Third Poverty Simulation and imap demonstration
June 2019	Hard Launch / Press Conference?
Ongoing	Seeking future funding and ownership responsibility of imap.

ATTACHMENT 3: Quotes from Vendors



Oconee County
Sharon DeRidder
415 S. Pine St.
Walhalla, SC 29691

Design, Hosting, and Maintenance of
GIS iMap Project

DESCRIPTION	RATE	AMOUNT
Initial Design and Layout of Project	\$2,606.10	\$2,606.10
1 Year of Hosting and Maintenance	\$18,893.90	\$18,893.90

TOTAL \$21,500.00

Basic Information for the Poverty Simulation

9.29.17

The Poverty Simulation opens people's eyes to the human cost of poverty. The power of this unique learning resource is that it creates, like nothing else, insight into the state of chronic crisis that consumes so many working poor families. Participants experience one month of poverty comprised of four fifteen-minute weeks. Afterwards, in the debriefing, they share insights of extraordinary vividness and intensity.

The simulation was created by Missouri Community Action. It has been facilitated by Our Eyes Were Opened, Inc. for almost 10,000 people.

How the Poverty Simulation Works

Participants are placed into families made up of one to five members. They receive an envelope that describes their demographics, their income/resources, and their bills. They interact with "vendors" (trained volunteers) who sit at tables around the perimeter of the room. During the course of the simulation, they may deal with a mortgage/rental company, school, pawnbroker, banker, employer, and others. To get from "home" to one of the vendors requires a transportation ticket. This is just the first of many challenges the participants experience within the two-hour time period.

Comments from Participants

- I appreciated learning how desperate people can become and what you might do in those situations.
- I had no awareness of the struggle of living in poverty.
- I think the time constraints make it realistic. I had to choose between possibly being late for work and getting some other matters taken care of.
- I realized the importance of working with other family members to solve problems. The frustration / fear factor was very realistic.
- It was really cool to see how hard it is to live in poverty. I thought it felt realistic and I truly thought that it was real life. I had a family and saw what it was like to have to take care of three children with no money.
- I was not able to get a job and so I roamed the street confused. Money was a problem.
- The simulation was complicated, confusing, and frustrating. I realized that things aren't as simple as you may think.
- I experienced the stress of living through a month trying to work, pay bills, and take care of childcare.

Number of people: Minimum of 25 participants with a maximum of 80

Set up: Requires many tables and chairs, see attached floor plan

Time required: About 2 hours

Number of volunteers: At least 13. When the simulation is in the Greenville area, I will provide the volunteers. Otherwise, the sponsoring group will need to provide the volunteers whom I will train at least one hour prior to the simulation. When I receive e-mail contact information for out of town volunteers prior to the simulation, I can send information to each person specific to his/her role. This is not necessary but helpful to the volunteers.

Cost: \$1,000 plus expenses (travel, meals, etc.)

For more information:

Beth Lindsay Templeton
Founder and CEO
Our Eyes Were Opened, Inc.
PO Box 73, Greenville, SC 29602
864-380-6023
beth@oewo.org



Community Information Map (imap) of Greenville County

Greenville County, Greenville Health System, Furman University, United Way and 2-1-1 have partnered together to create a Community Information Map (imap) to find essential services in Greenville County.

The primary goal of this project is to provide a visual decision making tool for a community of users ranging from businesses, county planners, health officials, and residents to educate and inform them of the availability of services in the county, cities and neighborhoods of Greenville County.

The map offers verified and vetted information on over 50 identified community assets. More than 1000 individual locations have been geocoded and mapped using a web-based mapping and analysis tool. The map gives user the ability to layer multiple assets and make in depth decisions about their needs. Some of the assets identified and mapped include the following:

- | | |
|--------------------------|-----------------------|
| Bus stops | Recreation Centers |
| Parks | Shelters |
| Educational Institutions | Community Gardens |
| Affordable Housing | Farmers Markets |
| Health Centers | Employment Assistance |
| Childcare | Elderly Assistance |
| Food Pantries | Governmental Office |

The Community Information Map will be located on United Way’s website and inquiries can be submitted in regards to updates or additions to the map.

The imap will be presented and released to the residents of Greenville County on Tuesday, June 20th. A revealing ceremony will take place at United Way of Greenville County at 10:00am.

Additional contributing partners include: Greenville Chamber, Greenville City, Greenville Housing Authority, Feed & Seed, Piedmont Health Foundation, and Ten at the Top



Search

Layers

- Resources
 - Children / Parenting
 - Daily Assistance
 - Educational Institutions
 - Elderly
 - Food System
 - Health Center
 - Government Offices
 - Other
 - Recreation
 - Transportation

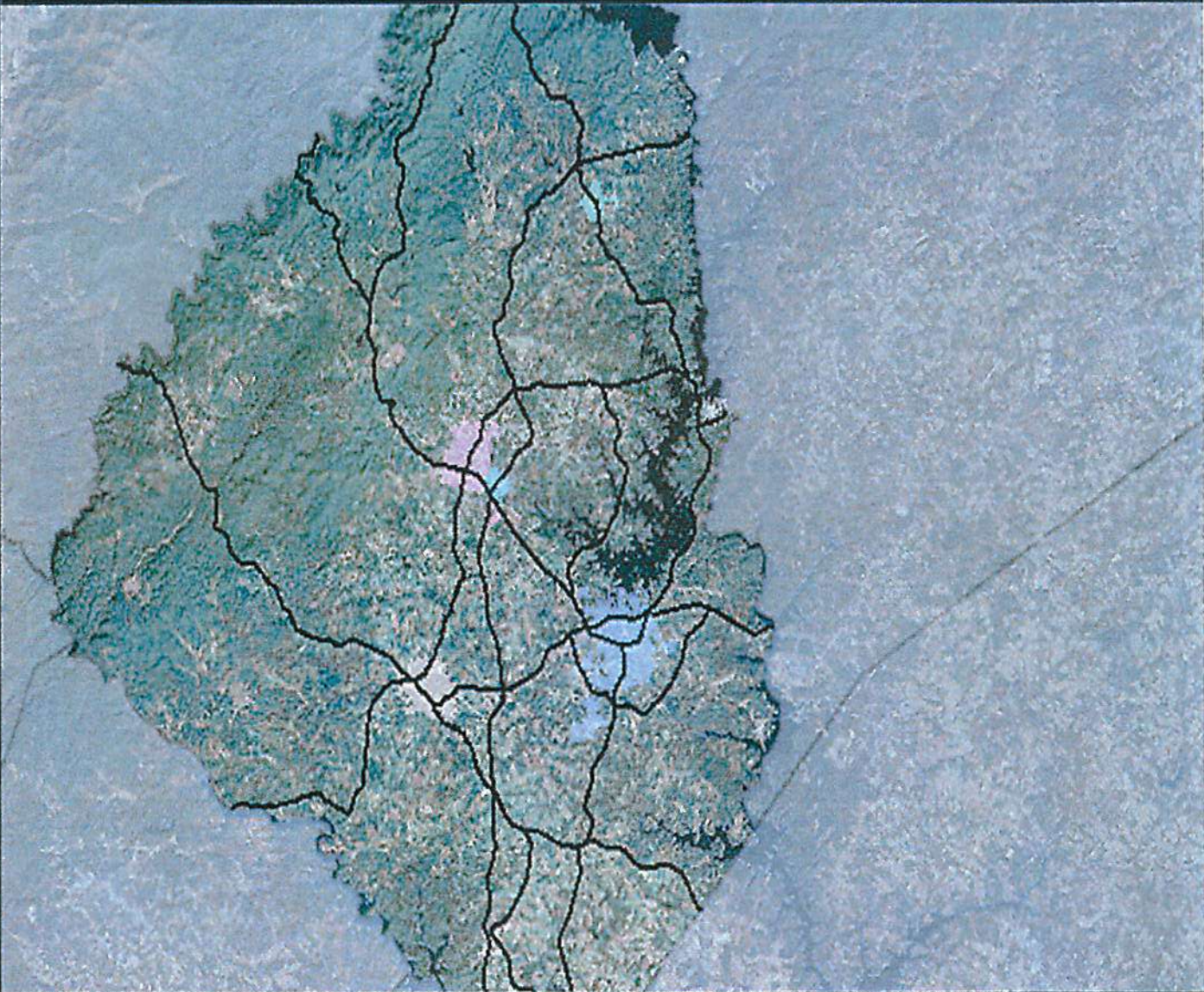
Print

Feedback

Add/Edit Business



Find Oconee!
iMap
Oconee County



Other / Technology

Name: AE Tech Consulting LLC

Address: 111 My Place St.
Seneca, SC 29672

[Directions](#)

Phone Number: 864-123-4567 [Call](#)

Hours of Operation: Mon-Fri 8AM-5PM

Website: aetechconsulting.com

[Visit](#)

Services: Websites, Web Hosting,
Anything Technical

[Zoom To](#)

Sample

Pop-Up Box
1" x 2"

Organization
Information
on imap


**Oconee County
Council**


Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
ksmith@oconeesc.com

Edda Cammick,
Chairwoman
District I

Wayne McCall
District II

Paul A. Cain
District III

Julian Davis, III
Vice Chair
District IV

J. Glenn Hart
Chair Pro Tem
District V



March 30, 2018

Mr. Jerry Edwards
125 Eagles Nest Drive
Seneca, SC, 29678

It has been brought to the attention of the Oconee County Council that you have recently, and continually, argued with and harassed Oconee County Council member Wayne McCall in relation to economic incentives for "Project Omega." Your actions may be in violation of state law and may require a more formal response from Oconee County in the event such actions do not end. This matter has been discussed by Council and by affirmative vote of the majority of Council members, I have been authorized and directed to send this letter. Oconee County, therefore, requests that you **IMMEDIATELY CEASE and DESIST** from any further actions of a similar nature, either directed at Mr. McCall or other Council members.

Be advised that if you do not CEASE and DESIST, Oconee County may take more formal action to address your behavior

Sincerely,

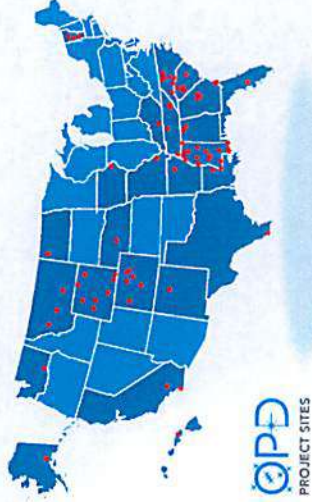
Edda Cammick,
Chair, Oconee County Council



Oconee County Comprehensive Plan *Update*

Public Kick-Off Meeting

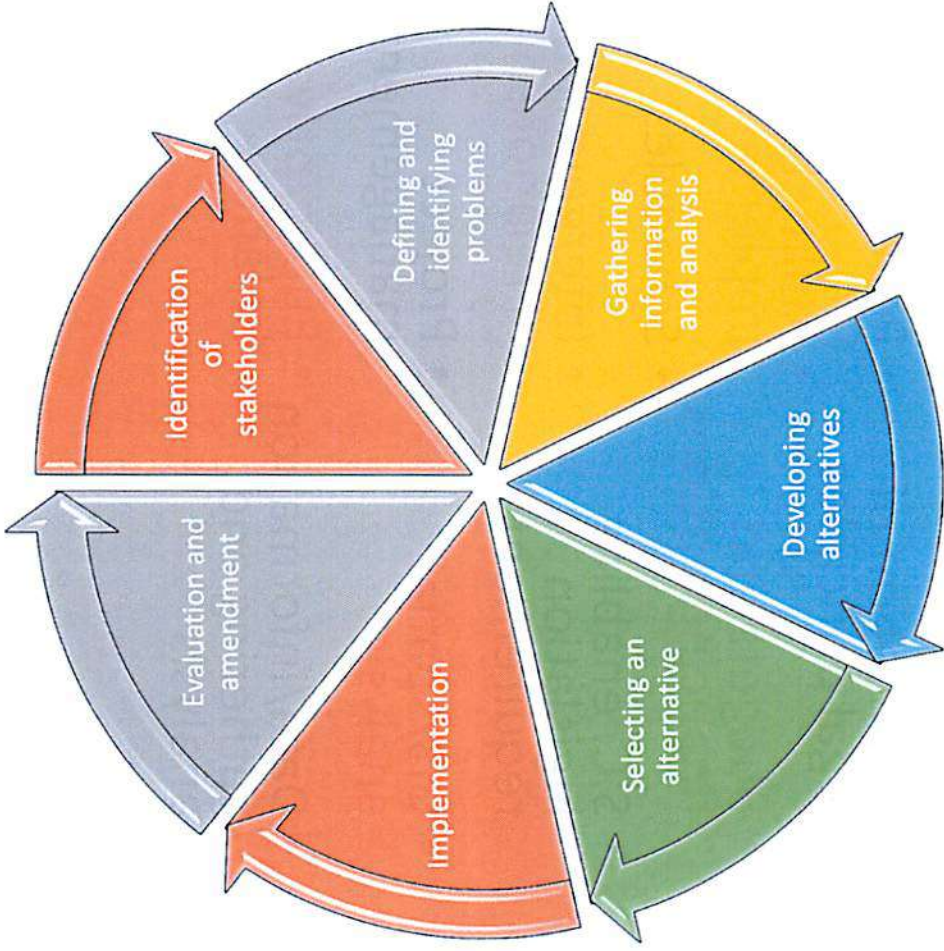
October 23, 2018, 7 PM



The Matheny-Burns Group
Planning, Grants, Resource Development

WHO WE ARE

The Planning Process



Planning Considerations

- Application of legal principles
- Budgets and financing options
- S.C. enabling legislation requirements
- GIS/spatial analysis
- Data/information gathering and analysis
- Policy analysis
- Ability to implement
- Schedules
- Intergovernmental relationships
- Project management
- Public/private balance

Why Do a Comprehensive Plan?

Required by *SC Comprehensive Planning
Enabling Act of 1994*

1994 Act consolidated previous enabling acts that authorized local governments to create and maintain comprehensive planning process

Jurisdictions with planning programs had to comply with Act provisions by end of 1999

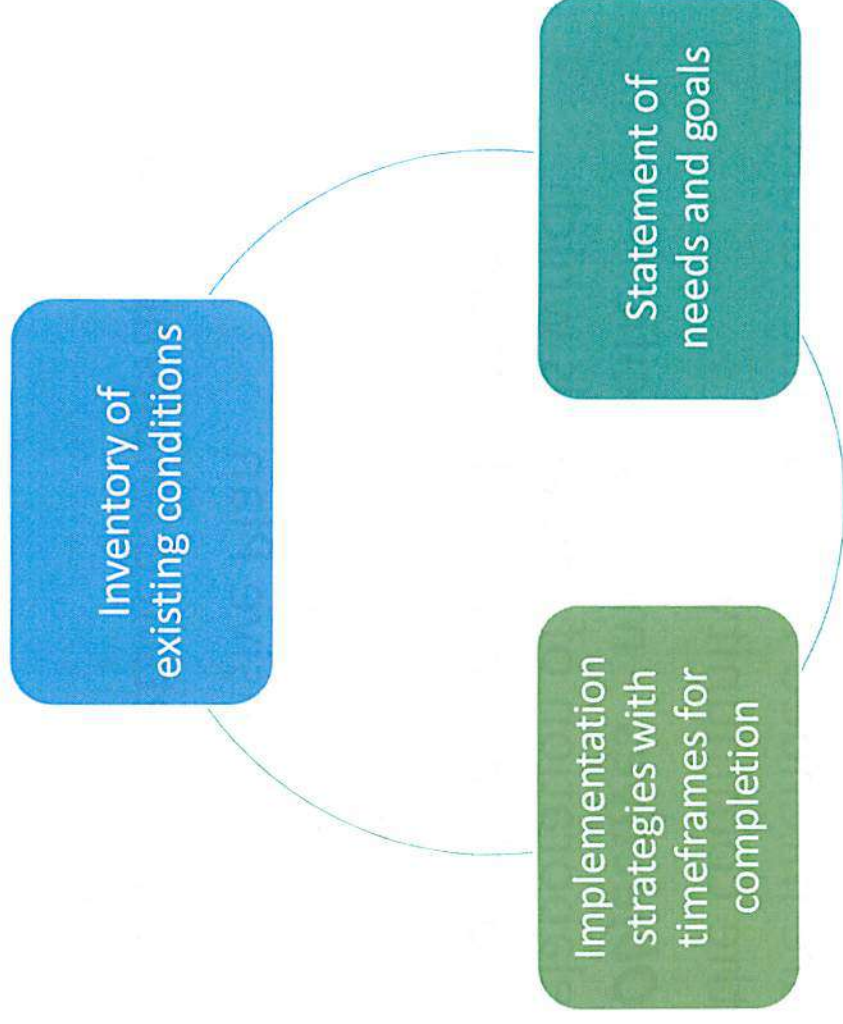
Must review every 5 years; update every 10

Required Plan Elements

- Population
- Natural Resources
- Cultural Resources
- Community Facilities
- Housing
- Economic Development
- Land Use
- Transportation
- Priority Investment
- Other elements can be added: Implementation, Agriculture, etc.



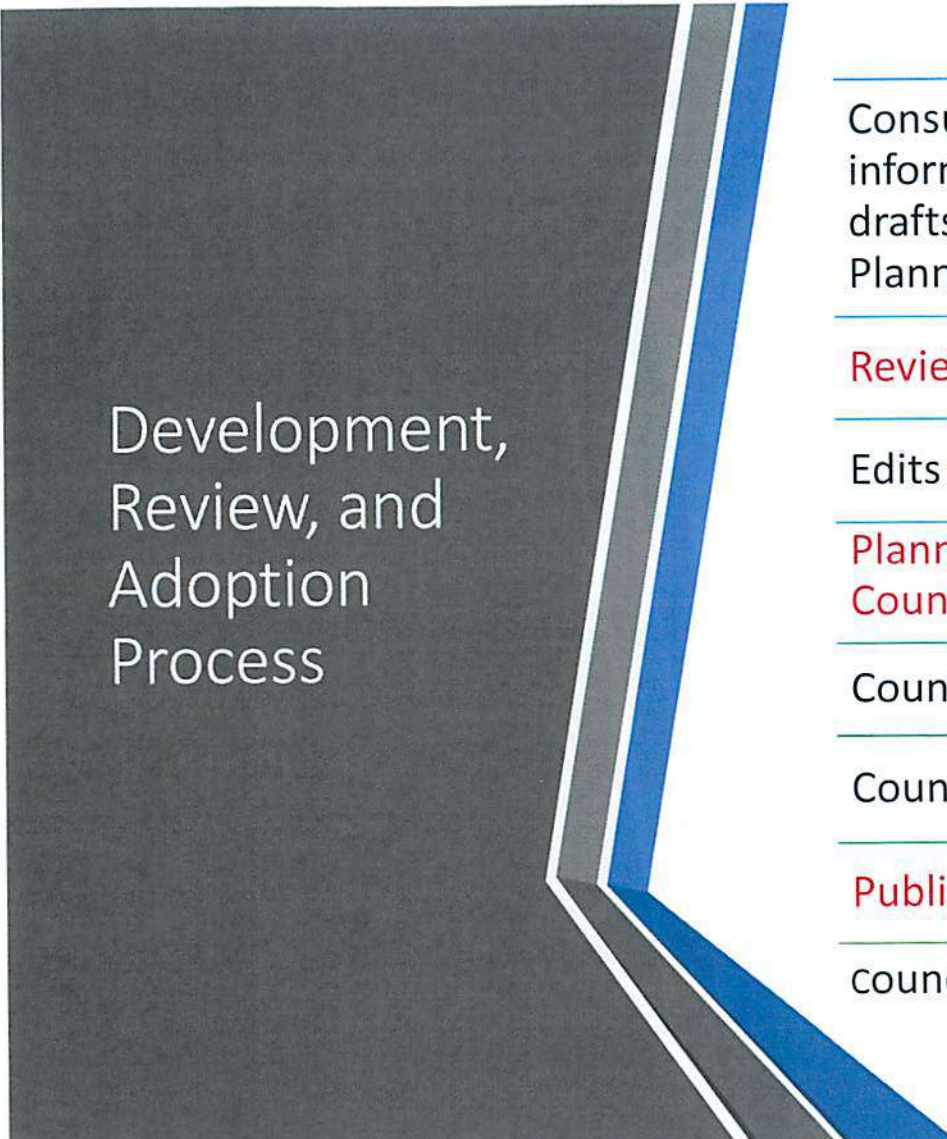
What is
Required for
each
Element?



The slide features a decorative background of light blue, curved, parallel lines that sweep across the top and bottom. On the left side, there is a dark blue rectangular box with a white border and a small white triangle pointing downwards at its bottom center. Inside this box, the text 'Development of Goals and Objectives' is written in white, sans-serif font.

Development of Goals and Objectives

- **Goals** – broad based ideals which are intended to guide the future of the community
- **Objectives** – more specific elaboration of the goals which provide a sense of direction
- Goals and objectives together outline the framework for the Comprehensive Plan
- Basis for detailed implementation strategies



Development,
Review, and
Adoption
Process

Consultants work closely with Staff to gather background information, conduct analyses, develop elements, review drafts, make edits, and produce final drafts for review by Planning Commission and County Council

Review by Planning Commission

Edits made per Planning Commission

Planning Commission recommends Comprehensive Plan to County Council for adoption

County Council reviews and requests edits

Council edits made by Consultants

Public hearing held on Comprehensive Plan draft

council adopts by ordinance

Public Kick-
Off
Workshop
Goals

Introduce the public to the purpose
and process

Solicit input on existing conditions
and future vision



We Need Your
Help!

Question 1

What are you most proud of in Oconee County?
What do you love the most about your county?

Question 2

What are you most concerned about
in Oconee County?

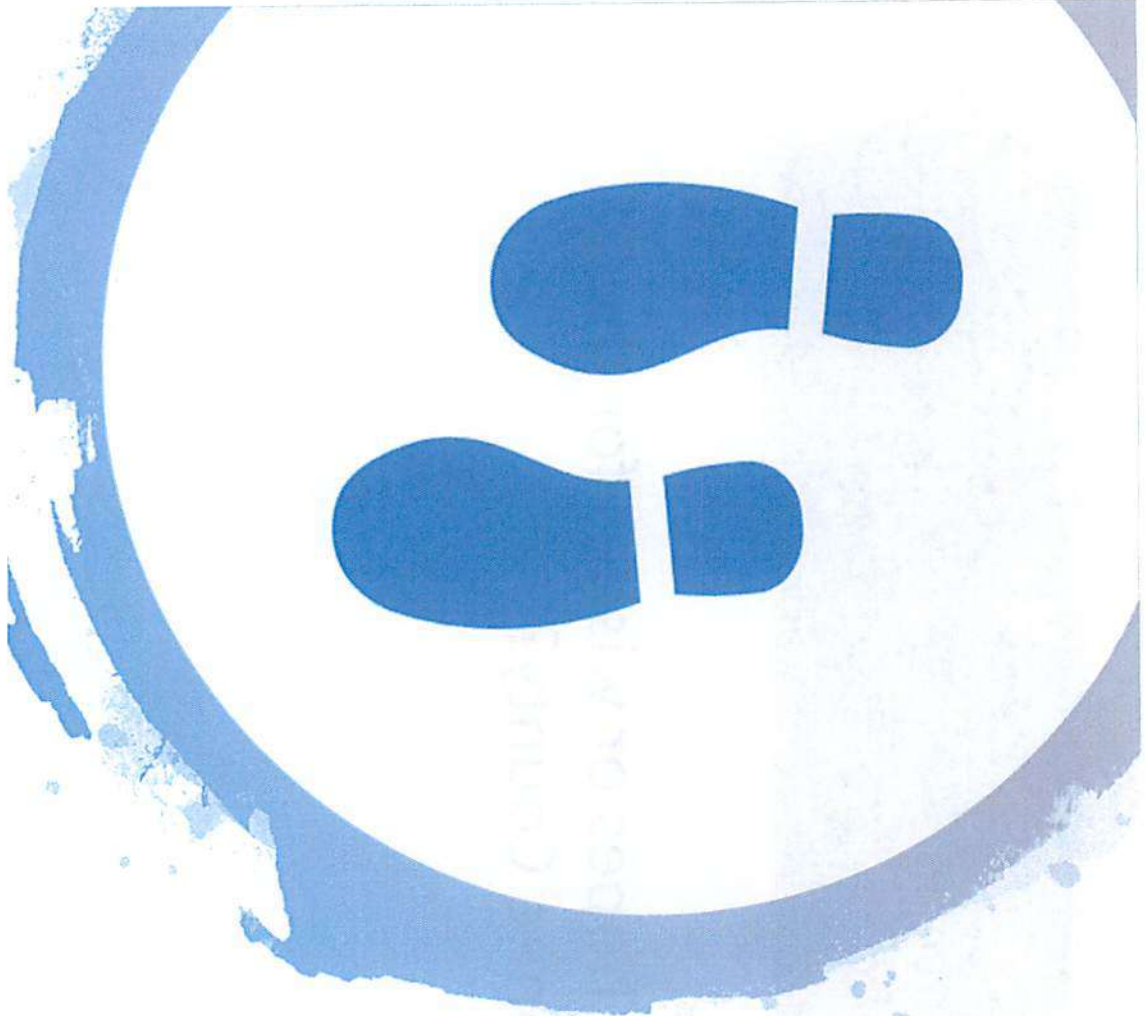
Question 3

What new land uses are most needed
in Oconee County?

Question 4

What are your top three hopes or wishes for the future of Oconee County?

Next Steps





Questions?

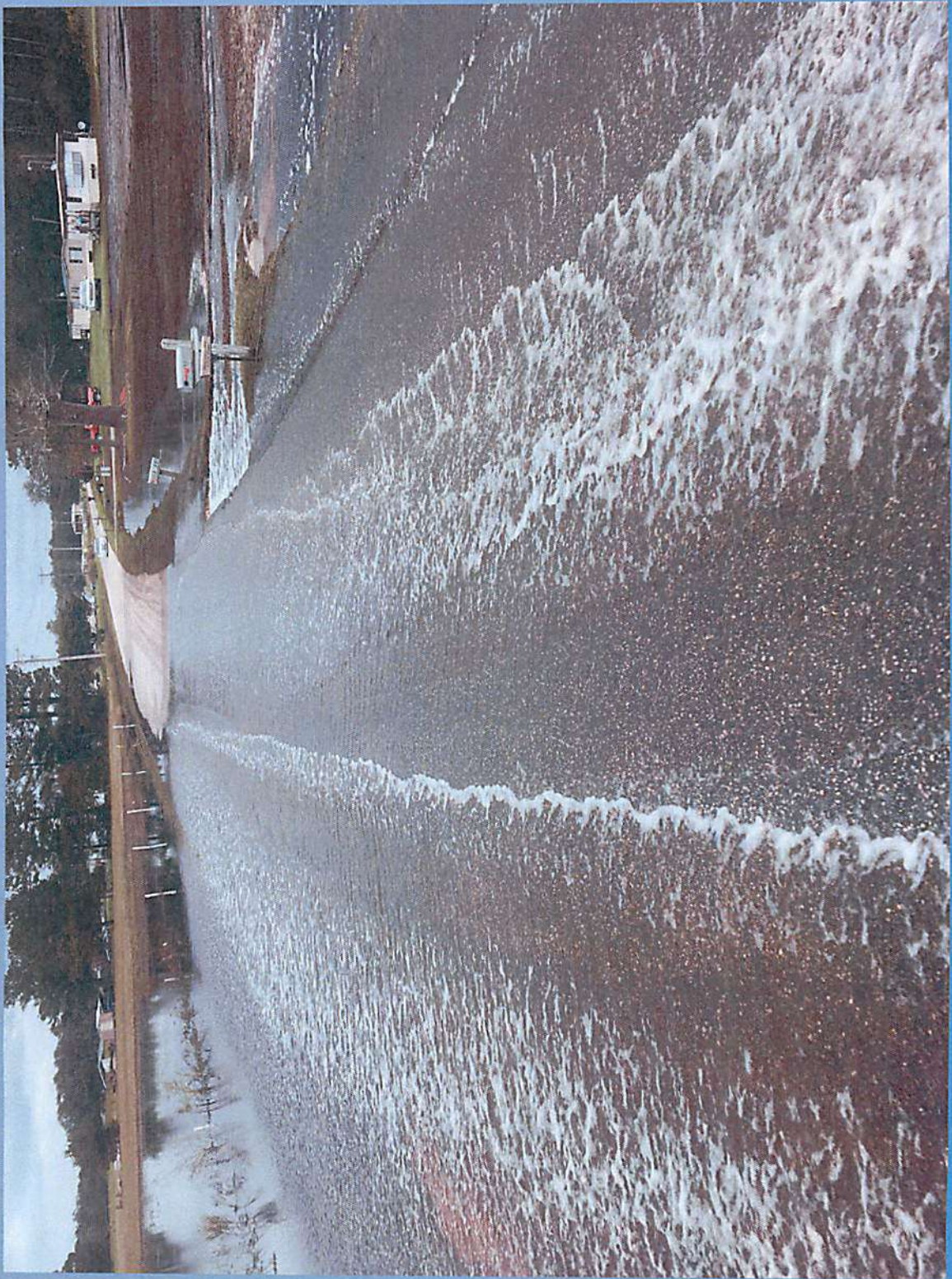
Contact Information

- Questions or comments about the Comprehensive Plan Process?
- Adam Chapman, Oconee County Zoning Administrator
- 864-364-5103
- achapman@oconeesc.com

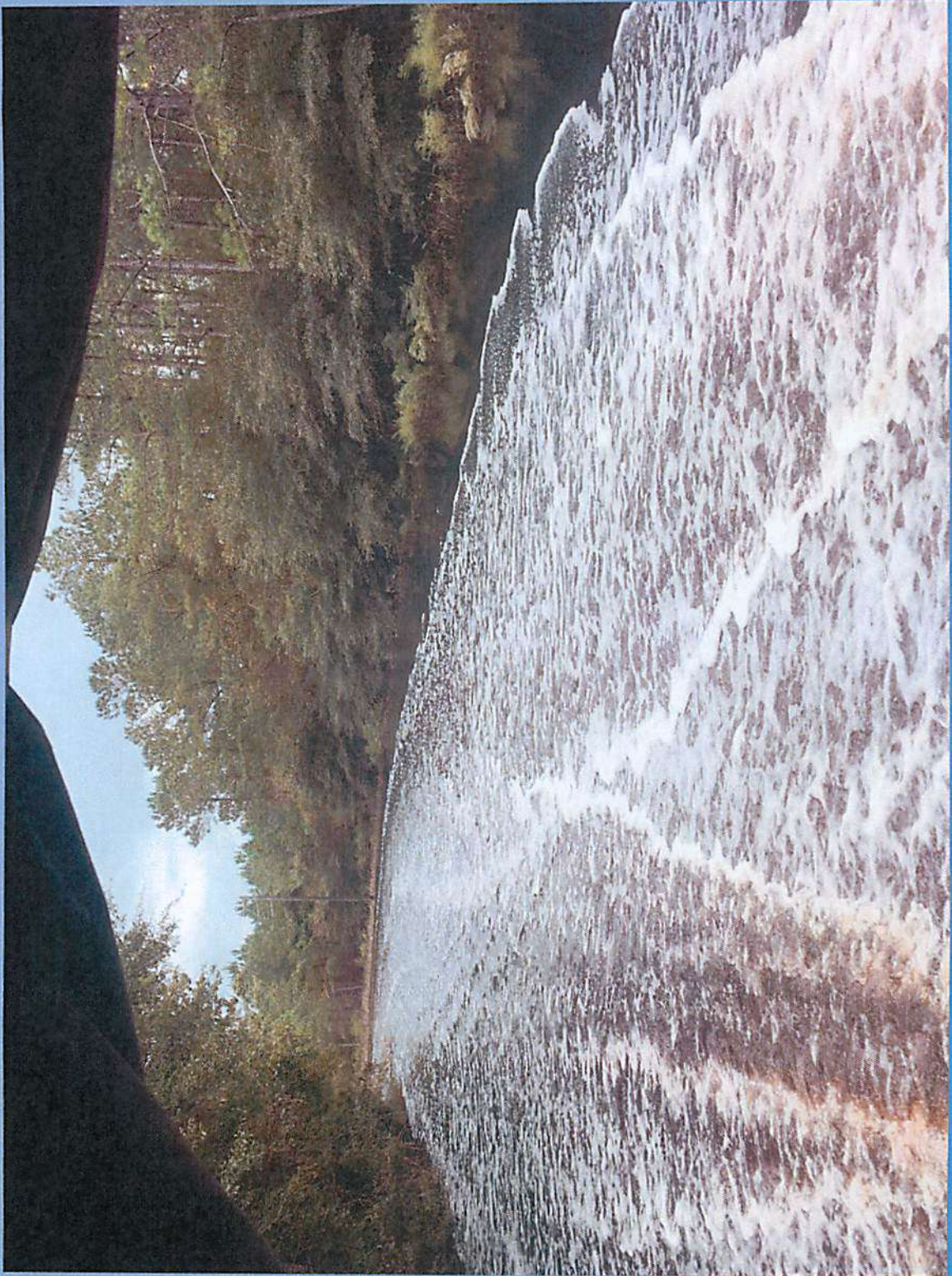






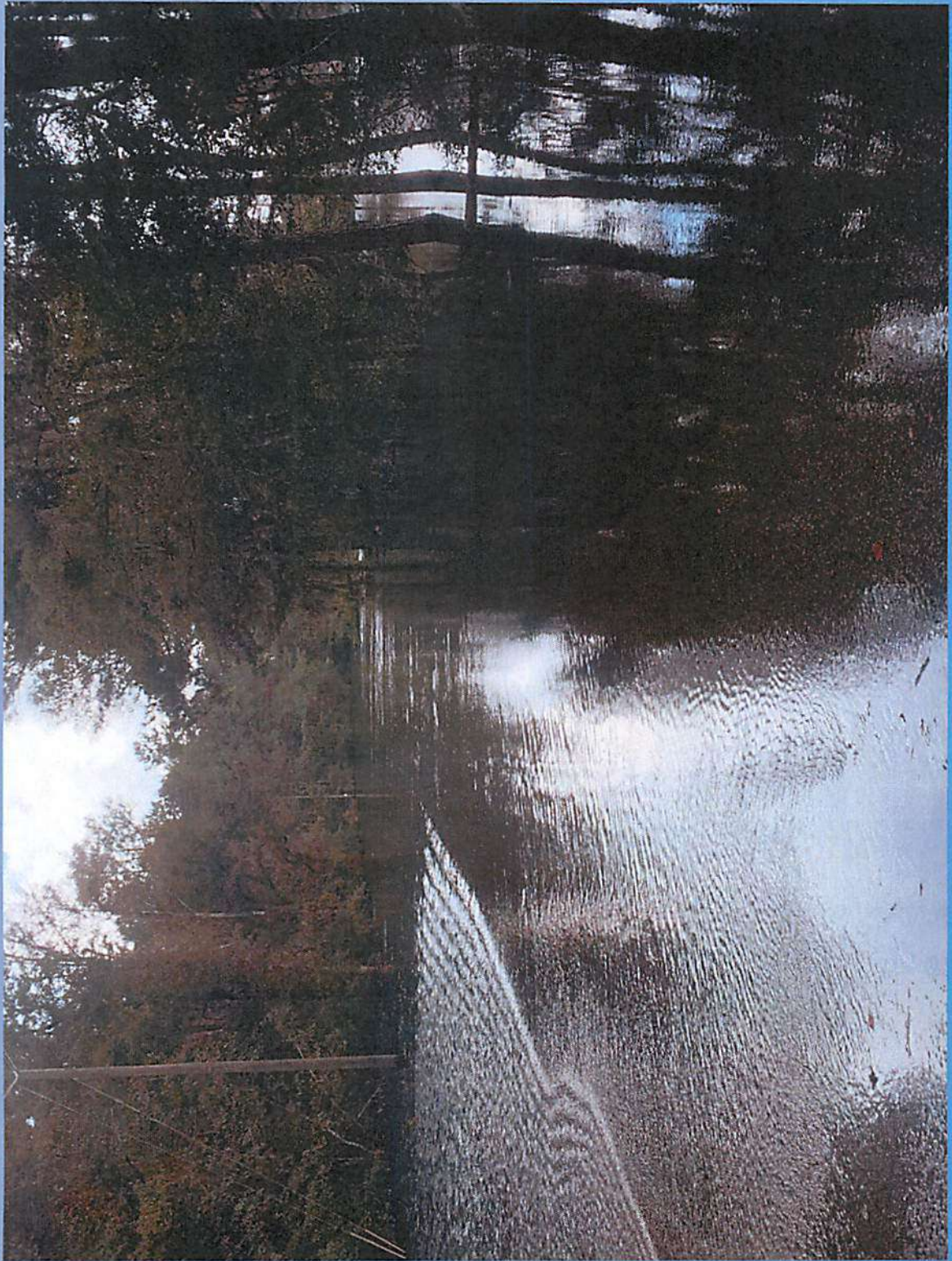


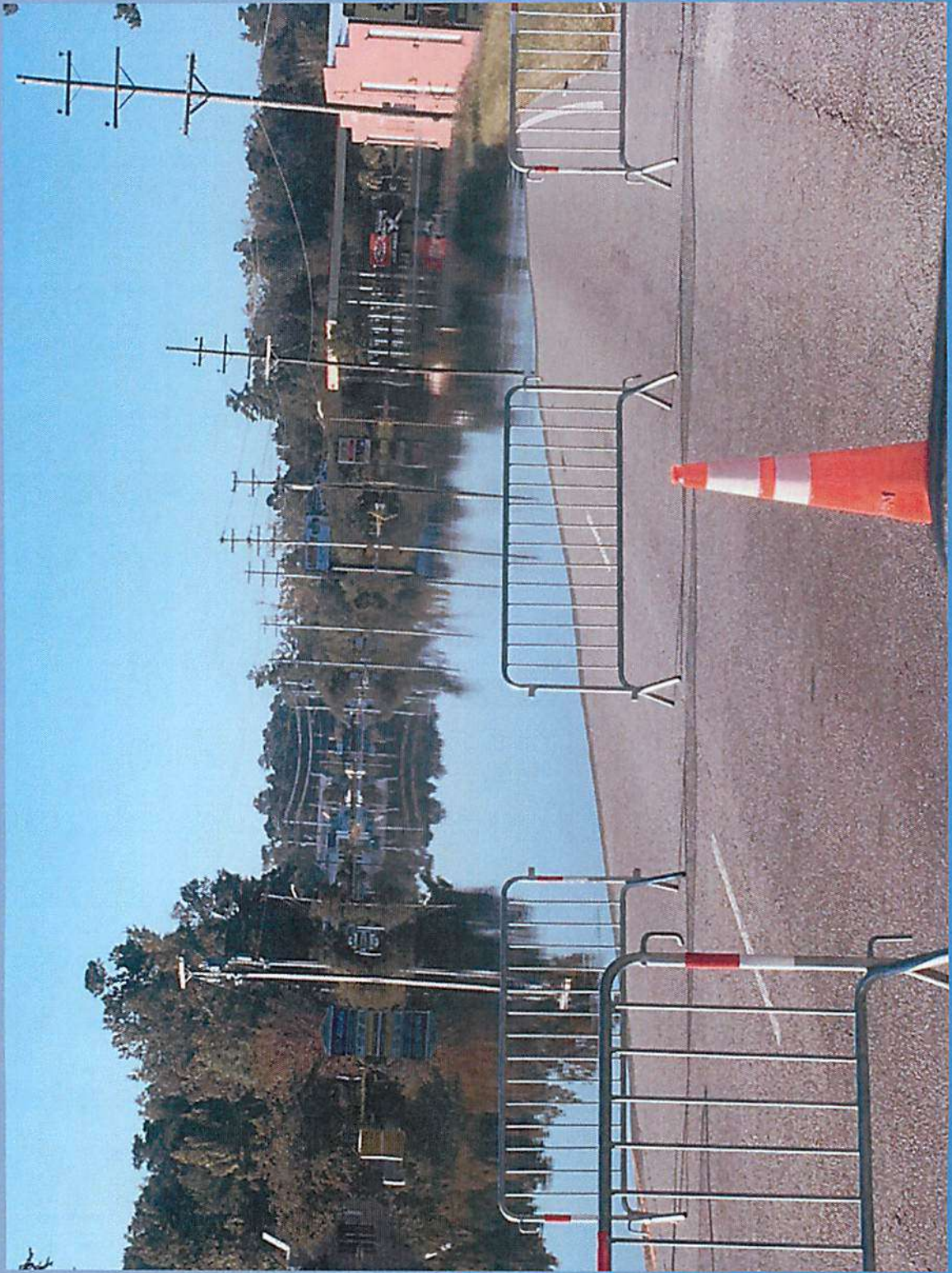


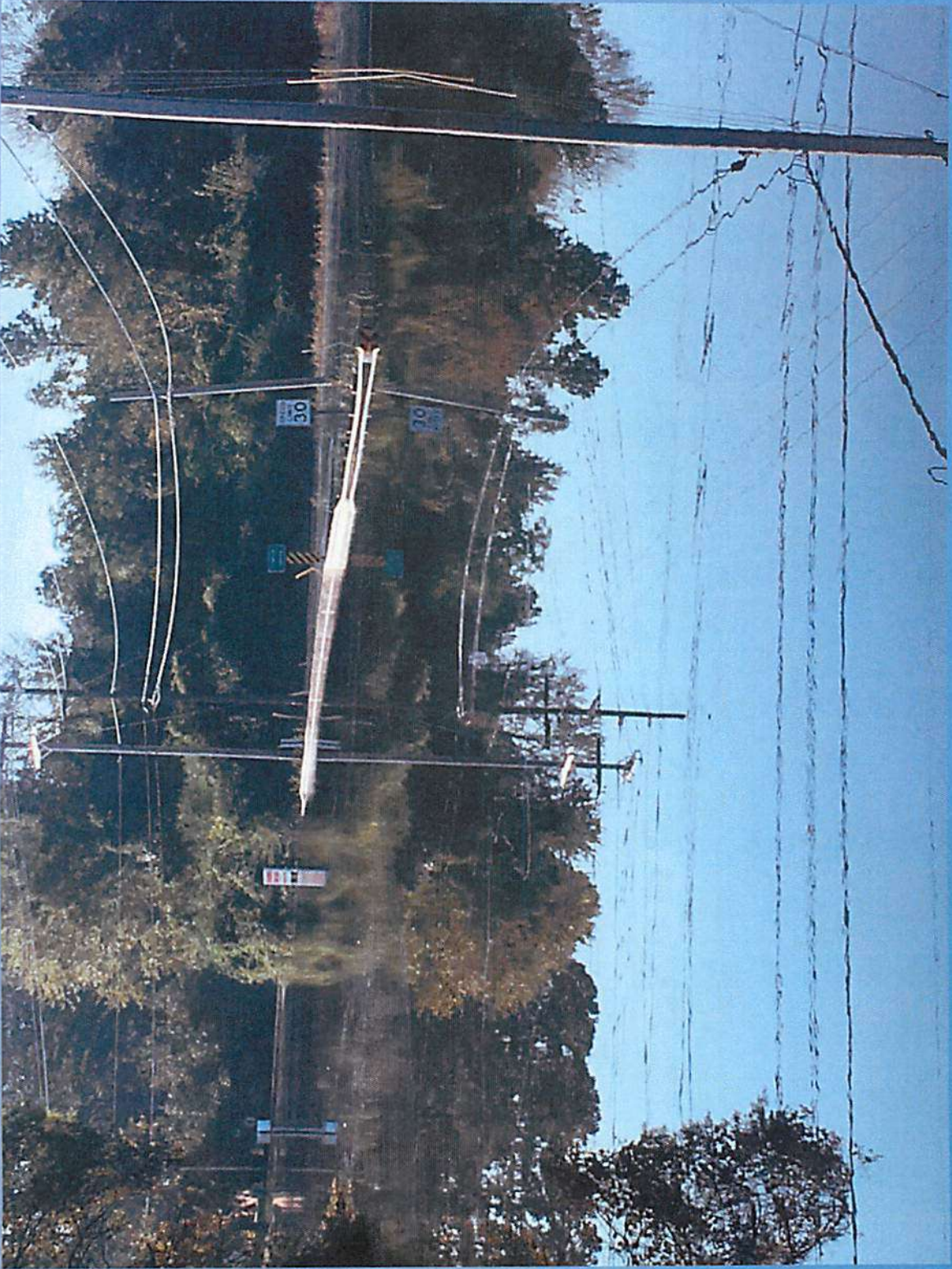


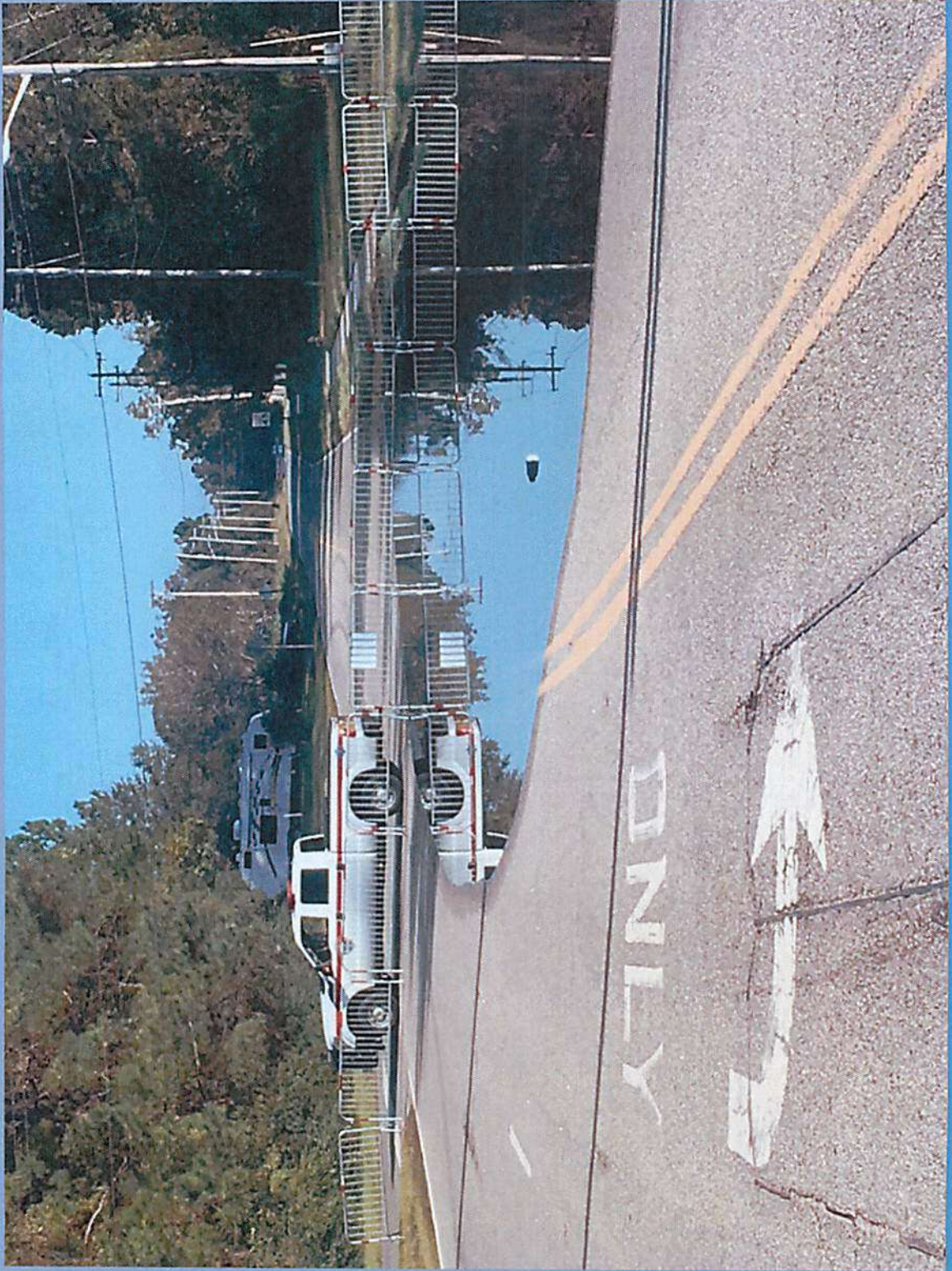


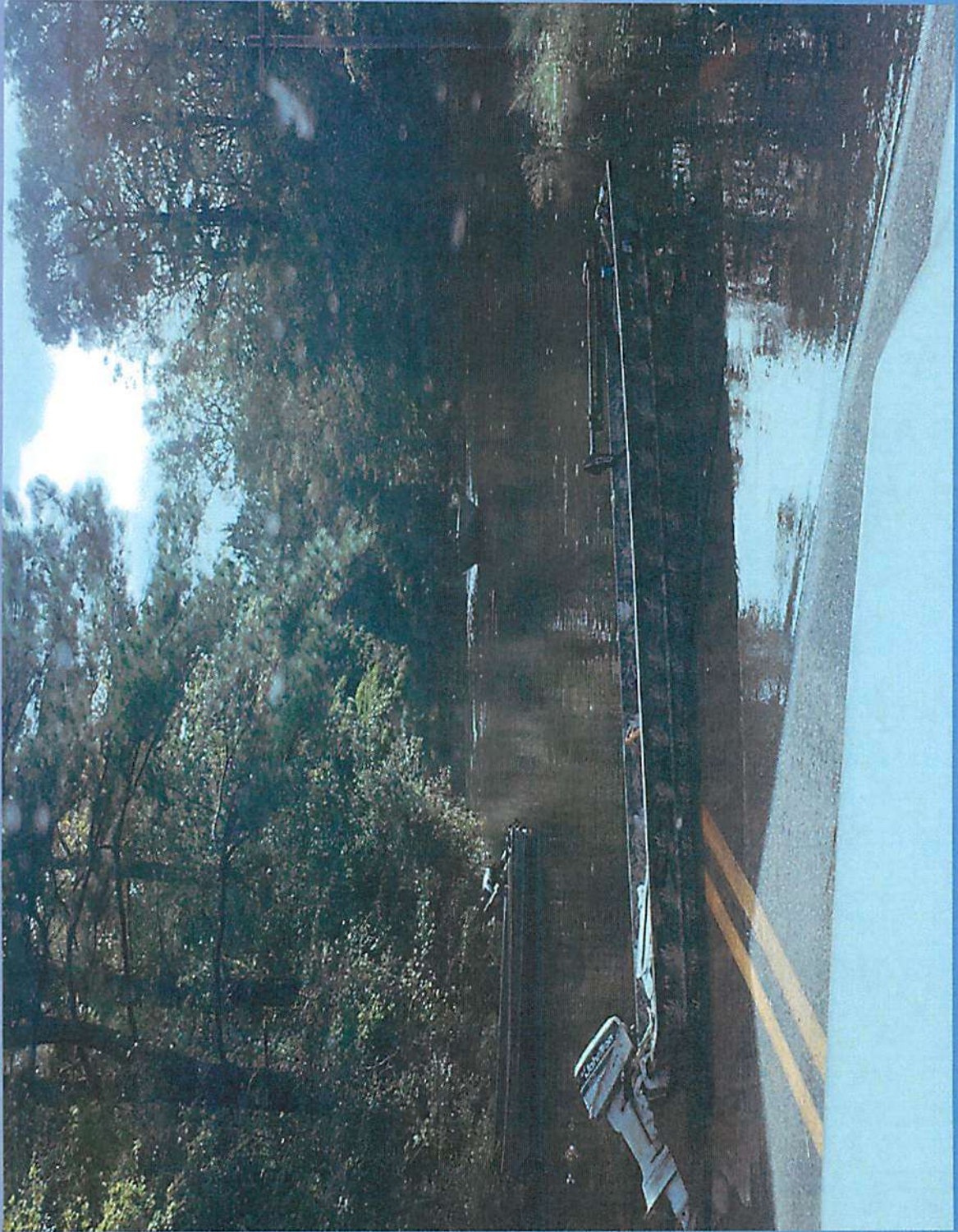




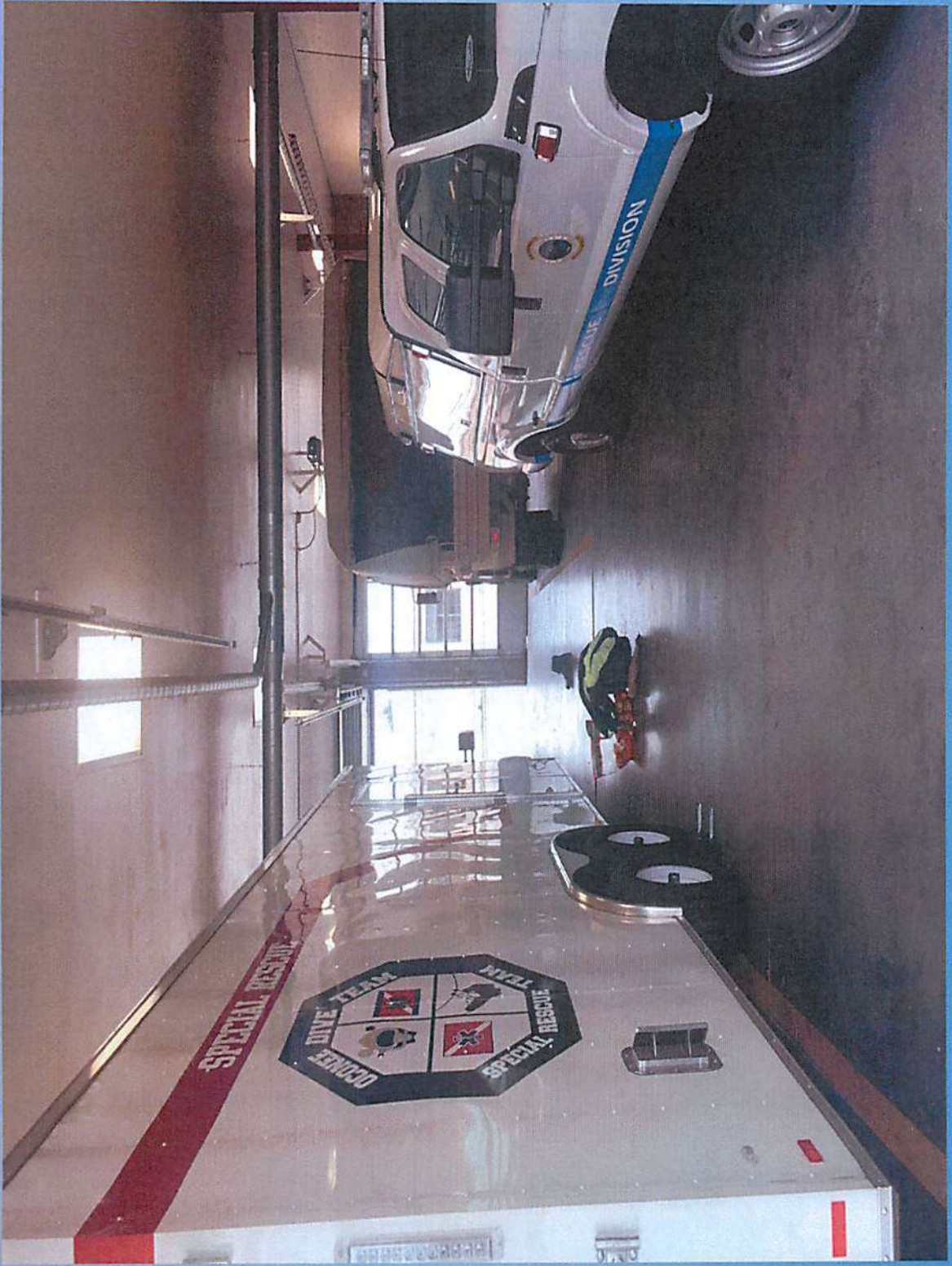














OCONEE COUNTY

SWIFTWATER

TEAM

**ONE COUNTY...
ONE MISSION**

**PICKENS
EMERGENCY**

SG 1864 BS

PICKENS RESCUE

